

The Gazette of India

PUBLISHED BY AUTHORITY

No. 44] NEW DELHI, SATURDAY, NOVEMBER 1, 1952**NOTICE**

The undormentioned Gazettes of India Extraordinary were published upto the 28th October 1952.

Issue No.	No. and date	Issued by	Subject
144	S. R. O. 1742, dated the 21st October 1952.	Ministry of Law.	Amendments made in the Representation of the People (Conduct of Elections and Election Pitions) Rules, 1951.
145	S.R.O. 1743 and S.R.O. 1744, dated the 22nd October 1952.	Ditto.	Fixation of the hours during which the polls shall be taken in the Mahesanaund Parliamentary and Bilaspur-Durg-Raipur Parliamentary Constituencies in the State of Madhya Pradesh.
146	S. R. O. 1785, dated the 23rd October 1952.	Ministry of Commerce and Industry.	Fixation of the maximum and minimum prices of Indian Cotton of the season 1952-53.
	S. R. O. 1786, dated the 23rd October 1952.	Ditto.	Exclusion of certain clauses of contracts relating to Indian cotton from operation of clause 4 of the Cotton Control Order, 1950.
	S. R. O. 1787, dated the 23rd October 1952.	Ditto.	Direction by the Central Government for further amendments to be made in the Cotton Control Order, 1950.

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of this Gazette.

PART II—Section 3

Statutory Rules and Orders issued by the Ministries of the Government of India (other than the Ministry of Defence) and Central Authorities (other than the Chief Commissioners).

MINISTRY OF FINANCE

(Department of Economic Affairs)

New Delhi, the 28th October 1952

S.R.O. 1789.—In exercise of the powers conferred by section 27 of the Foreign Exchange Regulation Act, 1947 (VII of 1947), the Central Government hereby makes the following amendments in the Foreign Exchange Regulation Rules, 1952:—

1. In the First Schedule to the said Rules, in the "Notes to Exporters" in Form G.R.1 (Original copy to be submitted to Customs) and in Form G.R.2 (Original copy to be submitted to Customs), in item B in column headed "Names of Countries", after the word "Honduras" the word "Liberia" shall be inserted.
2. In the Second Schedule to the said Rules, in item B in column 1 headed "Name of Countries", after the word "Honduras" the word "Liberia" shall be inserted.

[No. F.6(8)-EF.II/52.]

S. S. SHIRALKAR, Dy. Secy.

MINISTRY OF FINANCE (REVENUE DIVISION)

New Delhi, the 21st October 1952

S.R.O. 1790.—*Corrigendum.*—In the notification of the Ministry of Finance (Revenue Division) No. S. R. O. 1623, dated the 18th September 1952, published in Part II—Section 3, pages 1502-4 of the *Gazette of India*, dated the 27th September 1952, for the words "Bath" and "Sailaka" occurring under the column 'Tehsil/Pargana', against the Faizabad Opium Circle under the State of Uttar Pradesh and Ratlam Opium Circle under the State of Madhya Bharat, read "Rath" and "Sailana" respectively.

[No. 6.]

W. SALDANHA, Under Secy.

INCOME-TAX

New Delhi, the 27th October 1952

S.R.O. 1791.—The Central Government is pleased to direct that the following further amendment shall be made in the list appended to the Notification of the Government of India in the Finance Department (Revenue Division) No. 34-Income-tax, dated the 23rd November, 1946 namely:—

In the said list under the sub-head "Agricultural Research Associations" for entry No. 9, the following entry shall be substituted, namely:—

"Indian Council of Agricultural Research, New Delhi."

[No. 71.]

K. L. MITTAL, Dy. Secy.

CENTRAL BOARD OF REVENUE

CUSTOMS

New Delhi, the 28th October 1952

S.R.O. 1792.—In exercise of the powers conferred by section 9 of the Sea Customs Act, 1873 (VIII of 1878), and all other powers enabling it in that behalf, the Central Board of Revenue hereby makes the following rules for the assembly of gramophone machines and fitting them into locally made cabinets from parts imported and warehoused under the provisions of section 92 of the said Act for re-export to the Far East and other foreign countries.

RULES

1. (1) An application for permission generally to assemble gramophone machines and to fit them into locally made cabinets in bond for re-export to Far East and other foreign countries and to remove

from the manufacturer's warehouse licensed under section 16 of the Sea Customs Act (VIII of 1873) read with section 4(1) of the Inland Bonded Warehouse Act, 1896 (VIII of 1896), shall be made through the Collector of Customs concerned to the Central Board of Revenue.

- (2) Where permission has been granted generally by the Central Board of Revenue on an application made under sub-rule (1), the Collector of Customs may allow bonding or rebonding of the entire factory or parts thereof as and when applied for in such manner as he thinks fit.

2. Every person, firm or Company obtaining such permission shall enter into a bond in the form set out in the Schedule to these rules binding himself or itself—

- (i) to provide such bonded factory and such rooms as may be required to the satisfaction of the Customs Collector;
- (ii) to provide such offices (including furniture and fittings) as may be required by the Customs Collector for his staff;
- (iii) to observe all such rules as may be prescribed in respect of the gramophone machines in bond;
- (iv) to observe all the conditions of the licence for a private warehouse granted under section 16 of the Act;
- (v) to maintain a detailed account of all materials consumed in connection with the alterations in bond and to keep such accounts open to Customs inspection whenever demanded;
- (vi) to submit a detailed statement of all materials used whenever required by the Customs Collector;
- (vii) to pay on demand all duties and charges together with interest, if any, at 6 per cent per annum on the same from the date of such demand in respect of all materials imported and used for such assembly and packing which have not been accounted for to the satisfaction of the Customs Collector and to discharge all penalties incurred for the violation of the rules framed for this purpose;
- (viii) to pay the salaries including allowances, leave and pensionary charges, of such establishment as may, from time to time, be appointed by the Central Board of Revenue for the supervision of such manufacture;
- (ix) to provide distinguishing marks and numbers (machine number and serial number) on the gramophone machines and on their containers if they are packed for export to enable a check to be kept on the export of such goods;
- (x) to observe all such supplementary rules which the Chief Customs Officer may, consistent with these Rules notify from time to time for such assembly.

3 The manufacturers will submit a list of component parts, to be taken in the manufacture of the machines, which are being imported from abroad because of their not being manufactured in India at present, for approval of the Government of India who will satisfy themselves that the component parts mentioned in the list are not being actually manufactured in India. Similar action will be taken by the manufacturers whenever any revision of the list is called for; only such parts as will appear on the list will be eligible for the concession.

4. In the case of fraud committed or attempted to be committed by the manufacturers or by any of their agents or servants, the goods in respect of which such fraud has been committed or attempted shall be liable to confiscation and the bond shall be liable to forfeiture, in addition to any other penalty that may be imposed under sub-section (1) of section 167 of the said Act.

5. (1) An approved applicant (hereinafter referred to as the manufacturer which term shall include an assembler) shall, whenever he desires to take imported materials into use for the assembly of gramophone machines in bond, submit a written application to the Customs Collector specifying the date and time proposed for the operation, the number of units and the category thereof of each gramophone machine proposed to be assembled the marks of the packages from which withdrawals are to be made and the particulars of the bond under which the goods were warehoused on first importation. Such applications which shall be termed 'Issue Applications' shall in every case, be accompanied by—

- (a) a fresh bond in terms of section 92 of the said Act for the goods to be withdrawn under the Issue Application (the date of this bond to be the date of the earliest bond covering the goods or any part of the goods required for the operations);
- (b) a Factory Warehousing Bill of Entry for goods covered by the Issue Application;
- (c) a statement showing separately the various non-duty paid and domestic (including duty paid) materials intended to be used in assembly.

Note.—No drawback is permissible on duty paid materials used in the manufacture in bond.

(2) The Customs Collector shall thereupon cause a record of the particulars furnished in the Issue Application to be made in a register to be maintained for the purpose and after recording the particulars shall send the Issue Application to the Officer-in-Charge of the factory (hereinafter referred to as the Bond Officer).

(3) When the factory is continuously employed on assembling operations in bond, the Customs Collector may authorise the Bond Officer to receive such Issue Applications on his behalf. When the manufacturer makes the application direct to the Bond Officer, the application shall be made in duplicate to enable the duplicate copy to be forwarded to the Customs Collector.

6. (1) On receipt of the Issue Application the Bond Officer shall after he has checked the bonded materials withdrawn from each package and recorded all such withdrawals in the register to be maintained for the purpose, permit removal of such materials to that portion of the factory in which it is required. Domestic (including duty paid) materials specified in the Issue Application shall be allowed by the Bond Officer to be brought into the factory for use in connection with the operations in the warehouse. No domestic material shall otherwise be brought into the factory.

(2) The Collector of Customs may make regulations from time to time restricting or prescribing conditions for the use of such bonded materials in the factory as may require to undergo a process of manufacture before they are ready to be used in the assembly of gramophone machines.

(3) The machinery necessary in the factory for the assembly of units and all consumable articles needed in the course of assembly and also for maintenance must either be indigenous or have had duty paid thereon.

(4) All containers of materials (non-duty paid) emptied as a result of the operations in bond shall be cleared by the manufacturer on payment of duty (at the rate of duty applicable to such containers). The manufacturer may, however, utilise the emptied containers for the shipment of his goods ex-bond. A detailed record of such use shall, in these cases be maintained.

7. (1) Each gramophone machine assembled in the factory shall be given a distinguishing mark and number which shall be embossed or engraved boldly on each machine.

(2) Thereafter such units as is desired by the manufacturer shall be packed in cases under Customs supervision, all such cases being immediately marked with appropriate marks and numbers. The cases shall also be marked in conspicuous lettering with the words 'ex-bond' and the cases will, thereafter, be sealed in accordance with the requirements of the Customs Collector.

8. (1) The Bond Officer shall cause all assembled units to be stored in the Storage Enclosure pending shipment for foreign countries.

(2) The Bond Officer shall maintain a register in which he will show the number and particulars of completed units received in the Storage Enclosure and delivered therefrom.

9. The Particulars of the marks and numbers of the units shall be endorsed on the relative Issue Applications. The Applications duly endorsed shall be presented to the Custom House in due course to enable the necessary shipping bill for the shipment of goods ex-bond to be passed by the Customs Collector. These documents shall contain full particulars showing in detail description and value of both imported (non-duty paid) and domestic (including duty paid) materials contained in the consignment in question.

10. The Customs Collector at the request of the manufacturer may cause or permit any refuse, damaged or surplus goods remaining after such assembly (or at the like request any goods which may not be worth the duty) to be destroyed and may remit duty paid thereon.

11. (1) The bonded factory shall be under Customs supervision at all times when work is proceeding and the manufacturer shall bear the cost of such supervision.

(2) All rooms of the factory shall, when in use for the assembly in bond, be padlocked, and the keys shall remain in the custody of the Bond Officer or any other officer of the Customs authorised in this behalf by the Customs Collector.

12. (1) On ordinary working days the hours of work shall be any continuous period of 8 hours between 6 A.M. and 6 P.M. as may be convenient to the manufacturer. Overtime fees shall be payable by the bonders for any work in excess of this period. Attendance of the Bond Officer or any other officer of Customs required outside these hours may be arranged for on timely notice being given to the Customs Collector or an officer authorised to receive such applications and on payment of the usual overtime fees.

(2) Work on holidays, other than closed holidays, may also be permitted subject to the payment of overtime fees.

(3) Work will ordinarily not be permitted on Sundays and closed holidays, but may in exceptional circumstances be permitted by the Customs Collector on payment of overtime fees at the rate of Rs. 2 per hour per officer (including the Bond Inspector, who exercises general supervision over all bond work performed at the port), subject to a minimum of Rs. 10 per officer.

SCHEDULE

Form of Bond

Know all men by these presents that I/We
..... and now of am/are bound to the President of India in the sum of rupees..... to be paid to the President of India on demand for which payment I bind myself my heirs and legal representatives
We bind ourselves and each of us, our and each of our heirs and legal representatives

I do hereby for myself my heirs and legal representative
We do hereby for ourselves and each of us, our and each of our heirs and legal representatives

covenant with the President of India his successors and assigns that if any suit shall be brought touching the subject matter of this obligation on the condition hereunder written in any Court subject to the superintendence of the High Court of judicature at other than the said High Court in its original jurisdiction the same shall and may at the instance of the President of India be removed into, tried and determined by the said High Court in its extraordinary original jurisdiction.

Sealed with my/our seal(s), dated this day of.....

Whereas the above bounden has/have applied to the Central Board of Revenue and obtained permission to remove from the Custom/

House at to the bonded gramophone machine Factory at Dum Dum all the materials (or such portion thereof as may be required) which the said may from time to time import from foreign ports without payment of the duty payable thereon under the Indian Tariff Act, 1934 (XXXII of 1934), for the assembly under Customs supervision in the aforesaid factory of gramophone machines.

Now the condition of this bond is that if the said shall provide a bonded factory to the satisfaction of the Central Board of Revenue at

And if the said shall observe all the rules prescribed in the Sea Customs Act, 1878 (VIII of 1878), and Section 4(1) of the Inland Bonded Warehouse Act, 1896 (VIII of 1896), to be observed by owners of goods warehoused and by persons obtaining permission to warehouse goods under the provisions thereof and all rules now or hereafter to be prescribed in respect of bonded gramophone machine factories.

And if the said shall pay to the Officer-in-Charge of the Custom House at the Port of all dues whether Customs duties, warehouse dues, rent or other lawful charges which shall be demandable on the said goods or on account of penalties incurred in respect of them within from the date of demand thereof being made in writing by the said Officer-in-Charge of the Custom House or within such further time as the Chief Customs Authority shall allow in that behalf together with interest on every such sum at the rate of 6 per cent. per annum from the date of such demand.

And if within the terms so fixed or enlarged in respect of the said goods or any portion thereof having been removed from the said gramophone factory for re-exportation by sea the full amount of all Customs duties, warehouse dues, rent and other lawful charges, penalties and interest demandable as aforesaid shall have been first paid on the whole of the said goods.

And if the said shall pay the emoluments and other some due to of such establishment as shall from time to time be appointed by the Central Board of Revenue for the supervision of such assembly as aforesaid.

Then this obligation shall be void.

Otherwise and on breach of failure in the performance of this condition or any part thereof the same shall be in full force.

Signed and delivered by the above bounden in the presence of

[No. 59.]

A. K. MUKARJI, Secy.

MINISTRY OF COMMERCE AND INDUSTRY

New Delhi, the 25th October, 1952

S.R.O. 1793.—In exercise of the powers conferred by section 3 of the Essential Supplies (Temporary Powers) Act, 1946 (XXIV of 1946), the Central Government hereby directs that the following further amendment shall be made in the Cotton Textiles (Control) Order, 1948, namely:—

In the proviso to paragraph (a) of sub-clause (3) of Clause 21 of the said Order, for the words and figure "May, June, July, August and September 1952", the words and figure "May, June, July, August, September, October, November and December 1952" shall be substituted.

[No. 9(4)-CT(A)/52-17.]

S. A. TECKCHANDANI, Under Secy.

ORDER

New Delhi, the 27th October, 1952

S.R.O. 1794.—In exercise of the powers conferred by section 4 of the Supply and Prices of Goods Act, 1950 (LXX of 1950), and in partial modification of the notification of the Government of India in the late Ministry of Industry and Supply

No. S.R.O. 503, dated the 2nd September 1950, in so far as it relates to the fixation of maximum price of Soda ash imported from France, the Central Government hereby fixes the following schedule of maximum price for 1984 cwts. (gross) of soda ash imported per s.s. "MUBERRY HILL" during the month of May 1952 by the Vasant Corporation Limited, 28, Amratolla Street, Calcutta.

SCHEDULE

(1)	(2)	(3)	(4)	(5)
Variety of soda ash	Maximum price that may be charged by the importer	Maximum price that may be charged by a distributor	Maximum price that may be charged by a whole sale dealer	Maximum price that may be charged by a retail dealer
Soda Ash.	Rs 24-7-0 per cwt Ex-godown f.o.r. Calcutta.	The price specified in col. 2 PLUS (a) actual railway freight by goods train or actual transport charges by sea from Calcutta to the place of destination, and (b) handling charges not exceeding annas eight per cwt.	The price specified in Column 3 PLUS a margin not exceeding annas eight per cwt.	The price specified in Column 4 PLUS a margin not exceeding Rs. 1-12-0 per cwt.

NOTE.—These prices are exclusive of local taxes, such as Sales Tax, Octroi and other local taxes which may be charged extra.

[No. PC-7(26)/52(II).]

H. K. KAPOOR, Under Secy.

New Delhi, the 1st November, 1952

S.R.O. 1795.—In exercise of the powers conferred by sub-section (3) of section 1 of the Indian Power Alcohol Act, 1948 (XXII of 1948), the Central Government hereby specifies the 15th November, 1952, as the date on which the said Act shall come into force in the areas of Punjab specified in the schedule hereto annexed:—

SCHEDULE

<i>Tehsil</i>	<i>District</i>	<i>State</i>
Rohtak	Rohtak	Punjab
Hissar	Hissar	do
Hansi	do	do
Bhiwani	do	do

[No. 48(22)T&P/50(Plant) (1).]

S.R.O. 1796.—In exercise of the powers conferred by section 6 of the Indian Power Alcohol Act, 1948 (XXII of 1948), the Central Government hereby directs that with effect from the 15th November, 1952, no petrol shall be sold or kept for sale in those areas of Punjab where the said Act is in force except with the admixture of power alcohol in the proportion of 20 parts by volume of power alcohol to 80 parts by volume of petrol.

[No. 48(22)-T&P/50(Plant) (2).]

ROYAPPA N. PHILLIPS, Dy. Secy.

MINISTRY OF FOOD AND AGRICULTURE

(Agriculture)

New Delhi, the 29th October, 1952

S.R.O. 1797.—The following draft of a further amendment to the Indian Oilseeds Committee Rules, 1947 which it is proposed to make in exercise of the powers conferred by section 17 of the Indian Oilseed Committee Act, 1946 (IX of 1946), is published as required by sub-section 1 of the said section for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after 1st December, 1952

Any objection or suggestion which may be received from any person in respect of the said draft before the date specified will be considered by the Central Government

Draft Amendment

In the said Rules for rule 35 the following rule should be substituted, namely:—

“35 Refund of cess paid erroneously or in excess —

Where the owner of a mill has paid the cess erroneously or in excess of the amount due from him the Collector may permit the owner of the mill to deduct the erroneous or excess payment from the cess due for the next or any subsequent month, provided that where any such owner of the mill is not liable to pay the cess at all or is not liable to pay the cess for any subsequent period, the Secretary, on the recommendation of the Collector may refund the erroneously paid amount or the excess amount, as the case may be, to the owner of the mill”

[No F-5-74/52-Com II]

J. S. RAJ, Under Secy.

New Delhi, the 1st November, 1952

S.R.O. 1798—In exercise of the powers conferred by clause 2(a) of the Vegetable Oil Products Control Order 1947, as amended by the Government of India in the Ministry of Food & Agriculture Notification No S.R.O. 2040, dated the 2nd December 1951, I hereby authorise the officers specified in Col 2 of the Schedule hereto annexed in respect of their respective jurisdiction in the State mentioned in Col 1 to exercise within their jurisdiction and subject to such directions as may be issued by me from time to time in this behalf the powers of the Vegetable Oil Products Controller for India under clause 13 of the said Order

THE SCHEDULE

<i>State</i>	<i>Designation of authority.</i>
The whole of India except the State of Jammu & Kashmir	1 Inspectors of the Office of the Vegetable Oil Products Controller for India
Bilaspur (Simla Hills)	1 Civil Supply Officer and Vegetable Oil Products Controller for Bilaspur
Himachal Pradesh	... 1 District Co operative and Supply Officers of Mandi, Chamba, Sirmur and Mahasu Districts
Coorg	— 1. District Magistrate of Coorg 2 Police Officers not below the rank of Sub-Inspector.

<i>State</i>	<i>Designation of Authority.</i>
Bihar.	... 1. All Magistrates. 2. District Supply Officers. 3. Assistant District Supply Officers. 4. District Supply Inspectors. 5. Supply Inspectors. 6. Assistant Supply Inspectors. 7. Officers of the Anti-Smuggling Force Bihar (not below the rank of Sub-Inspector of Police).
Mysore.	... 1. District Health Officers. 2. Health Officers of Bangalore, Mysore, and Devangere. 3. Medical Officers of Health, Secondary Centres. 4. Assistant Medical Officers of Health, Primary Centres. 5. Health Inspectors, Primary Centres.
Vindhya Pradesh.	... 1. Director of Food & Civil Supplies, Vindhya Pradesh, Rewa. 2. Deputy Commissioners. 3. District Supply Officers. 4. Bazar Inspectors. 5. District Medical Officers Incharge Health. 6. Secretaries and Chairmen of Municipal Boards. 7. Tehsildars.

[No. 2-VP(2)/52.]

P. A. GOPALAKRISHNAN,

Vegetable Oil Products Controller for India.

MINISTRY OF INFORMATION AND BROADCASTING*New Delhi, the 22nd October 1952*

S.R.O. 1799.—In exercise of the powers conferred by section 6 of the Cinematograph Act 1952 (Act XXXVII of 1952) the Central Government hereby directs that the film entitled 'Borderline' in respect of which 'U' certificate No. 24707 dated the 29th April, 1950 was granted by the former West Bengal Board of Film Censors to M/s Universal Pictures India Ltd., shall be deemed to be a film in respect of which an 'A' certificate has been granted.

[No. 20/8/51-F.]

C. B. RAO, Joint Secy.

MINISTRY OF COMMUNICATIONS**(Posts and Telegraphs)***New Delhi, the 24th October 1952*

S.R.O. 1800.—In exercise of the powers conferred by section 10 of the Indian Post Office Act, 1898 (VI of 1898), the Central Government hereby directs that the following further amendment shall be made in the Indian Post Office Rules, 1933, namely:—

For the proviso to rule 50 of the said Rules, the following proviso shall be substituted, namely:—

"Provided that the rules relating to inland registered newspapers shall be deemed to apply in the case of newspapers sent to any foreign country including Aden, Ceylon, Nepal, Pakistan and the Portuguese settlements in India".

[No. R. 1-8/52.]

M. V. VENKATACHALAM, Dy. Secy.

MINISTRY OF TRANSPORT

PORTS

New Delhi, the 23rd October 1952

S.R.O. 1801.—The following draft of certain rules for the use of space in the Ports' godown at Fort Cochin belonging to the Port of Cochin, which it is proposed to make in exercise of the powers conferred by clause (jj) of sub-section (1) of section 6 of the Indian Posts Act, 1908 (XV of 1908), is published, as required by sub-section (2) of the said section, for the information of all persons likely to be affected thereby and notice is hereby given that the draft will be taken into consideration on or after the 9th December 1952.

Any objection or suggestion which may be received from any persons in respect of the said draft before the date specified will be considered by the Central Government.

Draft Rules

1. The following rules shall apply to all goods including personal effects landed at or brought for shipment to the Port's godowns at Fort Cochin.

2. Goods other than bag cargo shall be allowed to remain free of charge for six working days and bag cargo for three working days excluding Sundays and holidays reckoned from the date of completion of steamer's discharge in the case of imports and from the actual day of the receipt of the goods in the premises in addition to the days the vessel in which shipment is affected remains in port in the case of exports. In calculating the free period, the day of landing and the day of clearance will not, however, be reckoned.

Exceptions.

The following periods shall be excluded from the calculation of any period for which free storage is allowed under this rule—

(a) Any period in respect of which the Head of the Customs Department at the Port certifies that the goods were detained by him for no fault or negligence on the part of the importers;

(b) Any period during which goods are detained by the Health Officer or any other officer duly authorised by the Administrative Officer, Cochin Harbour, in this behalf, before being destroyed.

3. After the above free period, rent will be charged during the first week at the rates given in the Schedule below. After the first week, twice the rates will be charged during the second week and thrice the rates during the third and succeeding weeks in respect of cargo other than bag cargo. For bag cargo rent at thrice the rates in the Schedule will be charged for the second and succeeding weeks.

SCHEDULE

Description of packages	Rate per day
1. Bags and Bales—	A. P.
Small, not weighing more than 350 lbs.	0 2
Large, weighing more than 350 lbs.	0 3
2. Cases and Crates—	
Not exceeding 2 cubic feet	0 1
Over 2 and not exceeding 6 cubic feet	0 2
Over 6 „ 17 „	0 3
Over 17 „ 25 „	0 6
Over 25 „ 50 „	0 9
Above 50 cubic feet.	1 0
3. Casks, kegs, drums and jars—	
If contents are liquid—	
Not above 30 gallon capacity	0 3
Above 30 gallons and not above 60 gallons capacity	0 6
Above 60 gallons capacity	0 9

Description of packages	Rate per day.
If contents are solid, or semi-solid, such as paints, alizarine, cement, chalk, tar, pitch etc.—	A. P.
Not exceeding one foot in height	0 1
Above 1 and not exceeding 3 feet in height	0 2
Above 3 and not exceeding 4 feet in height	0 3
Above 4 and not exceeding 5 feet in height	0 5
Above 5 feet in height	0 6
4. Metals of all kinds, including pipes and tubes, copper, yellow metal sheets, hardware, also loose articles, such as bricks, tiles, stones, marble slabs, rattan (in bundles), shovels (in bundles), etc. per cwt.	0 2
5. Carries and motor cars, each	6 0
6. Machinery unpacked, per cwt.	0 3
7. Combustibles	*
8. Valuables, viz. bullion, silver lametta thread, jewellery and silver goods.	†
9. Timber per ton of 50 cubic feet	0 5
10. Articles not enumerated, per cwt.	0 2

*Treble the rates quoted for cases and crates of similar size.

†Quadruple the rates shown for cases and crates of similar size.

4. No free period shall however be allowed in respect of goods of free of shipping fees.

5. The lowest charge payable under these rules will be one anna.

6. The Administrative Officer, Cochin Harbour, may in special cases, remit the whole or any portion of the charges leviable under these rules.

7. The port does not assume any custody or responsibility for goods. They remain on port premises in the custody and at the sole risk and responsibility of the owners or steamer agents as the case may be.

8. The Port does not undertake to supply any labour for handling goods in and out of the Warehouses and the parties concerned should supply their own labour.

[No. 6-PII(33)/51.]

T. S. PARASURAMAN, Dy. Secy.

PORTS

New Delhi, the 24th October 1952

S.R.O. 1802.—In exercise of the powers conferred by clause (j) of sub-section (1) of section 6 of the Indian Ports Act, 1908 (XV of 1908), the Central Government hereby directs that the following further amendment shall be made in the rules relating to the charges for the hire of port craft, plant and appliances at the Cochin Port, published by the notifications of the Government of India, in the late Department of Communications No. 11-P(53)/41, dated the 29th January, 1942, and the former Government of Cochin, Public Works Department No. 132, dated the 26th April, 1942 (13th Medam 1117) the same having been previously published as required by sub-section (2) of the said section, namely:—

In the said notification after rule 4 of the said rules, the following rule shall be inserted namely:—

"4A. When port craft, plant and appliances are requisitioned for a specified number of hours but are used not continuously but at different times to suit the convenience of the Port or due to circumstances beyond the control of the parties concerned, charges will be calculated, as if the hire was for a continuous period, by totalling up the broken periods of work, instead of rounding off each spell of work separately, provided a certificate to this effect is produced from the Ports' Traffic Manager, or the Executive Engineer, as the case may be."

[No. 6-PII(59)/520.]

C. PARTHASARATHY, Under Secy.

MINISTRY OF NATURAL RESOURCES AND SCIENTIFIC RESEARCH*New Delhi, the 25th October 1952*

S.R.O. 1803.—In exercise of the powers conferred by section 5 of the Mines and Minerals (Regulation and Development) Act, 1948 (LIII of 1948), the Central Government hereby directs that the following further amendments shall be made in the Mineral Concession Rules 1949, namely:—

In Schedule IV to the said Rules after the word 'Gypsum' the words 'apatite and phosphatic ores, sulphur and its ores' and after the word 'copper' the words 'and nickel' shall be inserted.

[No. M.II-159(18)].

T. GONSALVES, Dy. Secy.

MINISTRY OF LABOUR*New Delhi, the 22nd October 1952*

S.R.O. 1804.—In exercise of the powers conferred by clause (1) of article 258 of the Constitution, the President hereby entrusts to the Governments of Mysore and Madhya Bharat, with their consent, the functions of the Central Government under sub-section (1) of section 20 of the Minimum Wages Act, 1948 (XI of 1948).

[No. LWI-24(61).]

SADASHIVA PRASAD, Dy. Secy.

New Delhi, the 22nd October 1952

S.R.O. 1805.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following awards of the All India Industrial Tribunal (Bank Disputes) in the matter of victimisation, etc., of workmen in banking companies.

AWARDS**BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES), BOMBAY.**

SERIAL No. 92 IN REFERENCE No. 2/52. (S.R.O. 42 dated 8th January 1952).

Shri Ram Babu

Versus

Bank of Behar Limited.

This is one of the disputes referred to us for adjudication under the Ministry of Labour Notification No. S. R. O. 42, dated 8th January 1952. It appears there as Serial No. 92 and the nature of the dispute as set out therein is as follows:

"Dismissal from service".

As the Bank did not furnish us with the address of the workman notice was sent to the workman by registered post on 9th May 1952 "c/o The President, Bank of Behar Employees' Association, Bankipur, Patna". The Association accepted service on behalf of the workman but did not file any statement on his behalf. The case was called before us on 19th September 1952 when the representative of the Bank of Behar Employees' Association applied for a week's adjournment. The case was adjourned to 27th September 1952 and on that day the representative of the workman submitted before us that the workman did not want his case to be conducted. The representative was directed to file a letter to that effect and the same is now before us. The letter runs as follows:

"Without prejudice to the contention that the dismissal of the above employee was wrongful, I have been advised from my Central Office to inform you that as the employee concerned has since been able to secure employment elsewhere, he does not want his case to be conducted. The case may therefore be dropped".

In these circumstances we are satisfied that there is no dispute to be decided. We therefore pass an award that no orders are necessary.

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman.*(Sd.) M. L. TANNAN, *Member.*(Sd.) V. L. D'SOUZA, *Member.*

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES),
BOMBAY

SERIAL NO 415 IN REFERENCE NO 2/52 (S R O 42 dated 8th January 1952)

Application of U P Bank Employees' Union

Versus

Allahabad Bank Limited

This is one of the disputes referred to us for adjudication under the Government of India, Ministry of Labour Notification No S R O 42 dated 8th January 1952. It appears there as Serial No 415. The nature of the dispute as set out therein is as follows —

"Adjustment of pay scales of cashiers employed in the Bank in accordance with the award of Shri B B Singh"

2 Notice was issued by registered post on 26th February 1952 to the General Secretary U P Bank Employees' Union Kanpur calling upon him to file the statement of the Union on or before 10th March 1952. The Union was served on 29th February 1952. No statement was filed by the Union. We therefore directed the matter to be posted on 19th September 1952 when Mr A C Kaker General Secretary of the U P Bank Employees' Union represented to us that no dispute existed in respect of the adjustment of pay scales. He was asked to file a letter to the effect. The letter is now before us and it runs as follows —

"The above complaint was in respect of increment granted to clerks and not to cashiers i.e. of discrimination made by the Bank. The dispute was adjudicated by the Sen Tribunal and was decided in favour of the employees. The Bank granted increments to cashiers also and now no such dispute exists"

In these circumstances we are satisfied that there is no dispute to be decided. We therefore pass an award that no orders are necessary.

(Sd) S PANCHAPAGESA SASTRY, *Chairman*.(Sd) M L TANNAN, *Member*(Sd) V L D'SOUZA, *Member*.

BOMBAY;

The 30th September, 1952

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES),
BOMBAY

SERIAL NO 10 IN REFERENCE NO 2/52 (S R O 42 dated 8th January 1952)

Shri B C Bhattacharjee

Versus

United Commercial Bank Ltd

This is one of the disputes referred to us for adjudication by the Government of India Ministry of Labour Notification No S R O 42, dated 8th January 1952. It appears there as Serial No 10. The nature of the dispute as set out therein is as follows —

"Discharge from service"

2 Notice was issued to the workman by registered post on 12th February 1952 calling upon him to file a statement of his case on or before 29th February 1952. The notice was returned to us unserved with the endorsement "deceased". Subsequently certain directions were given to the Bank for effecting service of the notice on the workman through its agency. The Bank informs us now that the workman is reported to have died on 28th August 1951 (vide affidavit filed by the Bank in Serial No 7). A second notice which was issued on 28th June 1952 from the office of the Tribunal by registered post direct to the workman has also been returned unserved with the endorsement "deceased".

3 In these circumstances it follows that there was no industrial dispute in existence between the Bank and the workman requiring any adjudication on the date of the reference itself. Our award is that no orders are necessary.

(Sd) S PANCHAPAGESA SASTRY, *Chairman*(Sd) M L TANNAN, *Member*(Sd) V L D'SOUZA, *Member*.

BOMBAY,

The 8th October, 1952

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES),
BOMBAY.

SERIAL No. 5 IN REFERENCE No. 2/52. (S. R. O. 42 dated 8th January 1952).

Shri Nagendra Prasad Sharma

Versus

United Commercial Bank Ltd.

This is one of the disputes referred to us for adjudication under the Government of India, Ministry of Labour Notification No. S.R.O. 42 dated 8th January 1952. It appears there as Serial No. 5 and the nature of the dispute as set out therein is as follows:—

“Discharge from service”.

2. Notice was issued by registered post to the workman on 12th February 1952 calling upon him to file a statement of his case on or before 20th February 1952. The acknowledgement of the notice was served on the workman on 20th February 1952. On 22nd February 1952 the office of the Tribunal received from the workman two applications of his, addressed to the General Manager of the Bank with a covering letter dated 20th February 1952. It was not clear whether the workman's letter was sent before or after receipt of the notice. The letter did not also state what specific relief the workman wanted. He was therefore asked on 6th March 1952 to send a statement of his case with full particulars on or before 22nd March 1952. This notice was served on the workman on 17th March 1952. So far, he has not filed any statement. The Bank has also in its letter dated 29th March 1952 written to us as follows:—

“We refer to the Tribunal's office letter No. 1890 dated the 6th March 1952 and have to state that we have not yet received any statement of the case relating to Nagendra Prasad Sharma”.

3 In these circumstances we are satisfied that there is no dispute to be decided. We therefore pass an award that no orders are necessary.

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman*.

(Sd.) M. L. TANNAN, *Member*.

(Sd.) V. L. D'SOUZA, *Member*.

BOMBAY;

The 7th October, 1952.

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES),
BOMBAY.

SERIAL No. 90 IN REFERENCE No. 2/52. (S. R. O. 42 dated 8th January 1952).

Shri J. C. Khanna

Versus

Central Bank of India Ltd.

This is one of the disputes referred to us for adjudication under the Government of India, Ministry of Labour Notification No. S. R. O. 42 dated 8th January 1952. It appears there as Serial No 90 and the nature of the dispute as set out therein is as follows:—

“Withholding of increment”.

2. Notice was issued by registered post to the workman on 14th February 1952 calling upon him to file a statement of his case on or before 29th February 1952. The notice was served on the workman on 18th February 1952. So far, the workman has not filed any statement. In these circumstances we are satisfied that there is no dispute to be decided. We therefore pass an award that no orders are necessary.

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman*.

(Sd.) M. L. TANNAN, *Member*.

(Sd.) V. L. D'SOUZA, *Member*.

BOMBAY;

The 7th October, 1952.

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES),
BOMBAY.

SERIAL No. 240 IN REFERENCE No. 2/52. (S. R. O. 42 dated 8th January 1952).

Shri V. C. Jaini

Versus

Hindustan Commercial Bank Ltd.

This is one of the disputes referred to us for adjudication under the Government of India, Ministry of Labour Notification No. S. R. O. 42 dated 8th January 1952. It appears there as Serial No. 240 and the nature of the dispute as set out therein is as follows:—

“Payment of increment etc.”

2. Notice was issued by registered post to the workman on 18th February 1952 calling upon him to file a statement of his case on or before 6th March 1952. The acknowledgement shows that the notice was served on the workman on 20th February 1952. So far he has not filed any statement. In these circumstances we are satisfied that there is no dispute to be decided. We therefore pass an award that no orders are necessary.

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman.*

(Sd.) M. L. TANNAN, *Member.*

(Sd.) V. L. D'SOUZA, *Member.*

BOMBAY;

The 7th October, 1952.

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES),
BOMBAY.

SERIAL No. 300 IN REFERENCE No. 2/52. (S. R. O. 42 dated 8th January 1952).

Shri Shri Ram Seth

Versus

Hindustan Commercial Bank Ltd.

This is one of the disputes referred to us for adjudication under the Government of India, Ministry of Labour Notification No. S. R. O. 42 dated 8th January 1952. It appears there as Serial No. 300 and the nature of the dispute as set out therein is as follows:—

“Payment of provident fund amount”.

2. Notice was issued by registered post to the workman on 18th February 1952 calling upon him to file a statement of his case on or before 6th March 1952. The notice was served on the workman. But so far he has not filed any statement. In these circumstances we are satisfied that there is no dispute to be decided. We therefore pass an award that no orders are necessary.

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman.*

(Sd.) M. L. TANNAN, *Member.*

(Sd.) V. L. D'SOUZA, *Member.*

BOMBAY;

The 7th October, 1952.

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES),
BOMBAY.

SERIAL No. 303 IN REFERENCE No. 2/52. (S. R. O. 42 dated 8th January 1952).

Shri Kallash Nath Sangur

Versus

Hindustan Commercial Bank Ltd.

This is one of the disputes referred to us for adjudication under the Government of India, Ministry of Labour Notification No. S.R.O. 42 dated 8th January 1952.

It appears there as Serial No. 303 and the nature of the dispute as set out therein is as follows:—

“Placing in supervisory grade”.

2. Notice was issued to the workman by registered post on 18th February 1952 calling upon him to file a statement of his case on or before 6th March 1952. Notice was served on 22nd February 1952. So far the workman has not filed any statement. In these circumstances we are satisfied that there is no dispute to be decided. We therefore pass an award that no orders are necessary.

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman*.

(Sd.) M. L. TANNAN, *Member*.

(Sd.) V. L. D'SOUZA, *Member*.

BOMBAY;

The 7th October, 1952.

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES),
BOMBAY.

SERIAL NO. 347 IN REFERENCE NO. 2/52. (S. R. O. 42 dated 8th January 1952).

Shri Shitala Prasad

Versus

Hindustan Commercial Bank Ltd.

This is one of the disputes referred to us for adjudication under the Government of India, Ministry of Labour Notification No. S. R. O. 42 dated 8th January 1952. It appears there as Serial No. 347 and the nature of the dispute as set out therein is as follows:—

“Termination of employment”.

2. Notice was issued by registered post to the workman on 18th February 1952 calling upon him to file a statement of his case on or before 6th March 1952. The acknowledgement shows that the notice was served on the workman on 25th February 1952. So far the workman has not filed any statement. In these circumstances we are satisfied that there is no dispute to be decided. We therefore pass an award that no orders are necessary.

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman*.

(Sd.) M. L. TANNAN, *Member*.

(Sd.) V. L. D'SOUZA, *Member*.

BOMBAY;

The 7th October, 1952.

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES),
BOMBAY.

SERIAL NO. 368 IN REFERENCE NO. 2/52. (S. R. O. 42 dated 8th January 1952).

Shri Anantram Mehta

Versus

United Commercial Bank Ltd.

This is one of the disputes referred to us for adjudication under the Government of India, Ministry of Labour Notification No. S. R. O. 42 dated 8th January 1952. It appears there as Serial No. 368 and the nature of the dispute as set out therein is as follows:—

“Termination of employment”.

2. Notice was issued by registered post to the workman on 12th February 1952 calling upon him to file a statement of his case on or before 29th February 1952. The acknowledgement shows that the notice was served on the workman on 15th February 1952. So far the workman has not filed any statement. In these circumstances we are satisfied that there is no dispute to be decided. We therefore pass an award that no orders are necessary.

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman*.

(Sd.) M. L. TANNAN, *Member*.

(Sd.) V. L. D'SOUZA, *Member*.

BOMBAY;

The 7th October, 1952.

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES),
BOMBAY.

SERIAL No. 321 IN REFERENCE No. 2/52. (S. R. O. 42 dated 8th January 1952).

Shri Bishun Prasad

Versus

Central Bank of India Limited.

This is one of the disputes referred to us for adjudication under the Government of India, Ministry of Labour Notification No. S. R. O. 42 dated 8th January 1952. It appears there as Serial No. 321 and the nature of the dispute as set out therein is as follows:—

“Dismissal from service”.

2. As the Bank did not furnish us with the address of the workman notice was issued by registered post on 22nd February 1952 to the workman “c/o The General Secretary, U.P. Bank Employees’ Union, 22/104, Filkhana, Kanpur” calling upon him to file his statement on or before 10th March 1952. The Union accepted service on behalf of the workman but did not file any statement. The matter was directed to be posted on 19th September 1952, when Shri A. C. Kaker, General Secretary of the U. P. Bank Employees’ Union represented that there was no dispute to be decided in this case. He was directed to file a letter to that effect and the letter is now before us (*vide* Serial No. 108). It runs as follows:—

“Please be advised that no dispute exists in the cases of Shri Prahlād Das Seth and Shri Bishun Prasad of Allahabad Bank and Central Bank respectively. Their serial numbers in S. R. O. 42 are 108 and 321 respectively”.

3. In these circumstances we pass an award that no orders are necessary.

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman*.

(Sd.) M. L. TANNAN, *Member*.

(Sd.) V. L. D’SOUZA, *Member*.

BOMBAY;

The 6th October, 1952.

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES),
BOMBAY.

SERIAL No. 108 IN REFERENCE No. 2/52. (S. R. O. 42 dated 8th January 1952).

Shr. Prahlād Das Seth

Versus

Allahabad Bank Limited.

This is one of the disputes referred to us for adjudication under the Government of India, Ministry of Labour Notification No. S. R. O. 42 dated 8th January 1952. It appears there as Serial No. 108 and the nature of the dispute as set out therein is as follows:—

“Dismissal from service”.

2. As the Bank did not furnish us with the address of the workman notice was issued by registered post on 22nd February 1952 to the workman “c/o Provincial General Secretary, U.P. Bank Employees’ Union, Kanpur” calling upon him to file his statement on or before 10th March 1952. The Union accepted service on behalf of the workman but did not file any statement. The matter was directed to be posted on 19th September 1952 when Shri A. C. Kaker, General Secretary of the U.P. Bank Employees’ Union applied for an adjournment of ten days in order to contact the workman and let us know whether the dispute still existed. Shri A. C. Kaker has now written to us a letter as follows:—

“Please be advised that no dispute exists in the cases of Shri Prahlād Das Seth and Shri Bishun Prasad of Allahabad Bank and Central Bank respectively. Their serial numbers in S.R.O. 42 are 108 and 321 respectively.”

3. In these circumstances we pass an award that no orders are necessary.

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman*.

(Sd.) M. L. TANNAN, *Member*.

(Sd.) V. L. D’SOUZA, *Member*.

BOMBAY;

The 6th October, 1952

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES),
BOMBAY.

SERIAL NO. 130 IN REFERENCE NO. 2/52. (S. R. O. 42 DATED 8TH JANUARY 1952).

Shri Har Dutt

Versus

Imperial Bank of India

This is one of the disputes referred to us for adjudication under the Government of India, Ministry of Labour Notification No. S.R.O. 42 dated 8th January 1952. It appears there as Serial No. 130 and the nature of the dispute as set out therein is as follows:

"Forced retirement from service".

2. Notice was issued by registered post to the workman on 12th February 1952 calling upon him to file a statement of his case on or before 29th February 1952. The statement of the workman was received on 5th March 1952. It does not disclose the existence of any dispute between the workman and the Bank. Still a copy of the statement was sent to the Bank and the Bank was asked to state the present position. The Bank has now written to us as follows:

"With reference to your letter No. 3597 dated the 17th September, we have to inform you that there has never been, nor there is any industrial dispute with regard to the above employee of the Bank. He had been permitted to continue in the Bank's service unless he himself wished to retire; his case was not therefore pressed by the Staff Association before the Sen Tribunal.

The employee concerned remained on continuous sick leave since August 1949 and later voluntarily applied for retirement on grounds of ill health. He was permitted by the Bank to retire on pension as from the 26th August 1950".

3. A reference to the "Sen Awards" also shows that this case was not pressed by the Imperial Bank of India Indian Staff Association before the Tribunal, the reason being that the Bank permitted the workman to continue in its service unless he himself wished to retire. The reply of the Bank shows that this was a case of voluntary retirement on grounds of ill health. The workman also has not stated anywhere that he was forced to retire from service. In these circumstances we are satisfied that it is not necessary to send a formal notice to the parties for the hearing of the case, as there is no dispute to be heard or decided. We therefore pass an award that no orders are necessary.

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman.*

(Sd.) M. L. TANNAN, *Member.*

(Sd.) V. L. D'SOUZA, *Member.*

BOMBAY;

The 6th October, 1952.

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES),
BOMBAY.

SERIAL NO. 139 IN REFERENCE NO. 2/52. (S. R. O. 42 DATED 8TH JANUARY 1952).

Shri Ramji Singh,

Versus

Imperial Bank of India.

This is one of the disputes referred to us for adjudication under the Government of India, Ministry of Labour Notification No. S.R.O. 42 dated 8th January 1952. It appears there as Serial No 139 and the nature of the dispute as set out therein is as follows:

"Victimization".

2. Notice was issued by registered post on 12th February 1952 to the workman calling upon him to file a statement of his case on or before 29th February 1952. The statement of the workman was received on 3rd March 1952 but it does not disclose the existence of any industrial dispute between the workman and the Bank. It reads like an application by the workman for his absorption in one of the branches to be opened by the Imperial Bank. Still a copy of the statement was sent to the Bank and the Bank was asked to let us know whether there was any dispute to be decided. Subsequent to this we received on 22nd

September 1952 another statement from the workman. This again is an application for his absorption in one of the branches of the Bank and not a statement disclosing the existence of any dispute between the workman and the Bank. The Bank also has in its letter dated 25th September 1952 written to us as follows:

"With reference to your letter No. 3598, dated the 17th September, we have to inform you that Ramji Singh was engaged at our Jalpaiguri Branch on the 7th November 1948 as a messenger-cum-guard on six months' probation. His services were terminated in February 1949, while he was still on probation, as he became surplus to our requirements owing to a change in the Bank's arrangements for the delivery of funds to the tea gardens.

There has never been, nor there is, any industrial dispute with regard to this ex-employee: his case was not pressed by the Staff Association before the Sen Tribunal. His present application, as far as we can see, is not in respect of adjudication of any dispute but for re-employment in the Bank's service at one of the proposed new branches".

3. In these circumstances we are satisfied that it is not necessary to send a formal notice to the parties for the hearing of the case, as there is no dispute to be heard or decided. We therefore pass an award that no orders are necessary.

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman*.

(Sd.) M. L. TANNAN, *Member*.

(Sd.) V. L. D'SOUZA, *Member*.

BOMBAY;

The 6th October, 1952.

**BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES),
BOMBAY.**

SERIAL NOS. 379, 380, 381, 387, 392, 393 AND 394. IN REFERENCE NO. 2/1952.

(S.R.O. No. 42, DATED 8TH JANUARY 1952).

Shri Kanni Lal Nundy,
Shri Shyam Sunder Raha,
Shri Tarak Nath Paul,
Shri Satish Chandra De,
Shri Sham Krishna Poddar,
Shri Ghansham Shaw,
Shri Bisseswar Shaw,

Versus

The Chartered Bank of India, Australia and China.

These are some of the disputes referred to us for adjudication under Ministry of Labour Notification S.R.O. No. 42 dated 8th January 1952. The nature of the disputes as set out in the schedule to the Notification is as follows:

"Stoppage of promotion".

There are actually eighteen such cases of workmen of the Chartered Bank of India, Australia and China, out of which nine are contested. Two have already been disposed of. The remaining seven relate to workmen whose names have been given above.

Notices were issued by registered post in these seven cases on 16th February 1952 and the workmen were called upon to file their statements of the case on or before 29th February 1952. Though these workmen have been served with the notices they have not filed any statements. In these circumstances, there are no disputes to be decided. Our award accordingly is that no orders are necessary.

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman*.

(Sd.) M. L. TANNAN, *Member*.

(Sd.) V. L. D'SOUZA, *Member*.

[No. LR-100(30).]

P. S. EASWARAN, *Under Secy.*

BOMBAY;

The 6th October, 1952.

New Delhi, the 25th October 1952

S.R.O. 1806.—In exercise of the powers conferred by section 5 of the Industrial Disputes (Appellate Tribunal) Act, 1950 (XLVIII of 1950), the Central Government has appointed with effect from the 22nd September 1952, Shri Lakshmikanta Jha, retired Chief Justice of the High Court of Judicature, Patna, as a member of the Labour Appellate Tribunal, constituted by the notification of the Government of India in the Ministry of Labour No. LR.91(2)/I, dated the 8th August 1950.

[No. LR.1(217).]

S. V. JOSHI, Dy. Secy.

New Delhi, the 27th October, 1952

S.R.O. 1807.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947) the Central Government hereby publishes the award of the Industrial Tribunal, Calcutta, in the Industrial Dispute between All India General Insurance Company Ltd., Calcutta, and their workmen.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA.

20/1, GURUSADAY ROAD, BALLYGUNGE, CALCUTTA-19.

Before Shri K. S. Campbell-Puri, B.A., LL.B., *Chairman*.

Reference No. 19 of 1951

Messrs. All India General Insurance Company Ltd., Calcutta,

versus

Their workmen.

APPEARANCES:

Shri U. Sarkar, Advocate, with Shri N. Chakraborty, Zonal Secretary, for the All India General Insurance Company Ltd., Calcutta.

Shri R. K. Mukherjee, President, All India General Insurance Company's Employees Union (Calcutta Branch).

AWARD

By Notification No. LR.90(120), dated 4th December 1951 Government of India in the Ministry of Labour referred to this Tribunal an industrial dispute between the management of each of the Insurance Companies in Calcutta mentioned in Schedule I and its workmen in respect of the matters specified in Schedule II which reads as follows:

"SCHEDULE II

1. Scale of pay, dearness allowance and house rent,
2. Bonus,
3. Provident Fund or pension, gratuity, staff insurance,
4. Hours of work,
5. Leave—casual, privilege and medical,
6. Retirement age,
7. Security of service.
8. Overtime payment,
9. Free mid-day tiffin,
10. Provision for tiffin room, library and other similar amenities,
11. Medical aid."

In view of the fact that the number of Insurance Companies mentioned in Schedule I was large and there was every possibility of divergent plea to be taken up by the different Companies, the Reference was divided into 12 different cases to

be dealt with separately in order to avoid confusion and were consequently registered at separate number, detailed as below:—

Name of parties.	Reference number.
Messrs. National Fire and General Insurance Co. Ltd., and its workmen	... 10 of 1951.
Messrs. New India Assurance Co. Ltd., and its workmen	... 11 of 1951.
Messrs. National Indian Life Insurance Co. Ltd., and its workmen	... 12 of 1951.
Messrs. National Insurance Co. Ltd., and its workmen	... 13 of 1951.
Messrs. Calcutta Insurance Ltd., and its workmen	... 14 of 1951.
Messrs. Insurance of India Ltd., and its workmen	... 15 of 1951.
Messrs. Empire of India Life Assurance Co. Ltd., and its workmen	... 16 of 1951.
Messrs. United India Life Assurance Co. Ltd., and its workmen	... 17 of 1951.
Messrs. Rajasthan Insurance Co. Ltd., and its workmen	... 18 of 1951.
Messrs. All India General Insurance Co. Ltd., and its workmen	... 19 of 1951.
Messrs. East India Insurance Co. Ltd., and its workmen	... 20 of 1951.
Messrs. India Equitable Insurance Co. Ltd., and its workmen	... 21 of 1951.

Usual notices were issued to all concerned for filling statement of claims and written statements and on the application of Shri Puspā May Das Gupta, Joint Secretary, Insurance Office Employees' Association of Bengal, the Unions were allowed to file similar statement of claims in all cases, if so desired.

Now in the case of Messrs. All India General Insurance Company Ltd., Calcutta and its workmen (Reference No. 19 of 1951), the Union executive have composed their differences with the management of the Insurance Company and an application (Ex. 1) was brought on the record whereby they have withdrawn the claim. The application is reproduced *ad verbatim* as follows:

- Ex. 1:
- | | |
|--|--------------------------|
| 1. Sd/- R. K. Mukherjee—President | (R. K. Mukherjee) |
| 2. Sd/- B. B. Bhattacharjee—Member, Executive Committee. | (B. B. Bhattacharjee) |
| 3. Sd/- S. K. Dutta—Member Executive Committee.—9-10-52. | (S. K. Dutta) |
| 4. Sd/- B. B. Bhattacharjee—Hindi) | (Bikramjit Singh) |
| 5. Sd/- B. B. Bhattacharjee | (Rudra Pratap Singh) |
| 6. Hon. Sd/- B. B. Bhattacharjee | (Hon. Sd/- Prasad Dubey) |

BEFORE THE TRIBUNAL
Reference No. 19 of 1951

Dispute between

The All India General Insurance Co. Ltd.

AND

The workmen employed in the aforesaid Company and/or organised under the All India General Insurance Company's Employees Union (Calcutta Branch).

The humble petitioners are the members of the All India General Insurance Co. Ltd.'s Employees Union (Calcutta Branch) and all the workmen employed in the aforesaid Company

most respectfully sheweth:—

(1) That the Undersigned petitioners and Anil Kumar Nath are the only existing members of the All India General Insurance Co. Employees Union, Calcutta Branch.

(2) That the petitioners except the member Anil Kumar Nath have settled the dispute that existed with the aforesaid Employers and there is no more dispute now. The charter of demand has been withdrawn

(3) That the matter of Anil Kumar Nath may be proceeded with by him alone and we have nothing to do with it.

In the circumstances it is prayed that as there is now no dispute the above reference may be dismissed

And as in duty bound your petitioners shall ever pray.

Copy to

(1) Insurance Office Employees Association, Bengal.

(2) All India General Insurance Co. Ltd., Calcutta."

The Secretary of the Employees Union Shri Anil Kumar Nath has not joined in the settlement. He has, however, not made his appearance, and the President of the Insurance Office Employees Association of Bengal, brought into my notice that Shri A. K. Nath is one of the employees who has been victimized and that the Union executive should not have settled their dispute with the employers without his consent.

Now as evidenced from the statement of the President of the Employees Union, Shri R. K. Mukherjee, which is annexed as Appendix I, the dispute has been adjusted and I see no adequate ground to refuse to record the settlement made in the larger interests of the body of workmen as a whole merely on account of the dissent of one man, who is no longer in service, and has not turned up much less applied to the contrary. The application (Ext. 1) is, therefore, accepted as an adjustment of the claim filed by the Employees Union and the same shall be deemed to have been withdrawn. Awarded accordingly.

Enclo : Appendix I.

CALCUTTA;

The 15th October, 1952.

(Sd.) K. S. CAMPBELL-PURI, *Chairman.*
Central Govt. Industrial Tribunal, Calcutta.

APPENDIX I

Calcutta, the 10th October, 1952

19/1951.—All India General Insurance Company Ltd. vs. Their Employees.

Statement of Shri R. K. Mukherjee.—I am the President of the Employees Union of All India General Insurance Company Ltd. The application Ex. 1 produced before the Tribunal, dated 9th October, 1952, is signed by me. Signature given was in token of assent. The members of the Executive Committee B. B. Bhattacharjee, S. K. Dutta, Bikramajit Singh, Rudra Pratap Singh, H. P. Dubey also signed in my presence. Shri Anil Kumar Nath, who is the Secretary, of course was not willing because he has been victimized and did not join in the settlement. We have composed our differences with Employer and have come to settlement and do not want any adjudication. The settlement was made by free will and there was no coercion of any kind.

R. O. & A. C.

(Sd.) K. S. C.

(Sd.) R. K. MUKHERJEE,

10-10-52.

(Sd.) K. S. CAMPBELL-PURI.

Statement of Shri N. Chakraborty, Zonal Secretary, for the Company.

The Company has come to settlement with the Employees excepting Shri Anil Kumar Nath, who is no longer in the employment of the Company.

R. O. & A. C.

(Sd.) K. S. C.

(Sd.) N. CHAKRABORTY,

10-10-52.

(Sd.) K. S. CAMPBELL-PURI.

NOTE.—Shri Anil Kumar Nath is not present to-day.

(Sd.) K. S. CAMPBELL-PURI, *Chairman.*
Central Government Industrial Tribunal, Calcutta.
[No. LR-90(120).]

S.R.O. 1808.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the award of the Industrial Tribunal (Punjab National Bank Disputes) in respect of applications under section 33-A of the said Act, preferred by the workmen of the Punjab National Bank Limited.

INDUSTRIAL TRIBUNAL (PUNJAB NATIONAL BANK DISPUTES)

20/1, Gurusaday Road, Ballygunge, Calcutta—19.

Before Shri K. S. Campbell-Puri, B.A., LL.B., Chairman.

In the matter of thirty-three applications under section 33-A of the Industrial Disputes Act, 1947 preferred by the employees of the Punjab National Bank Ltd. (named in Appendix A.)

APPEARANCES:

- (1) Shri Prem Ratan Bhatia, Dy. General Secretary, Punjab National Bank Employees Union (Punjab), Ambala Cantt.
- (2) Shri H. L. Puri of Punjab National Bank Employees Federation, Delhi, for Shri R. L. Kakkar.
- (3) Shri B. D. Sharma of U.P. Bank Employees Union, Meerut, for Shri Nem Chand Jain.
- (4) Shri Nem Chand Jain in person.
- (5) Shri R. L. Kakkar in person.
- (6) Shri Triloki Nath Jain in person.

Shri Somesh Chandra, District Manager; and

Shri M. G. Melhotra, assisted by Shri M. K. Jain, for the Punjab National Bank Ltd.

AWARD

These are 33 applications, preferred by the applicants named in the Appendix annexed herewith, under section 33-A of the Industrial Disputes Act of 1947. The allegations made *inter-alia* are common viz., 'that a Tribunal was specially constituted by the Government of India under Notification dated 2nd July 1951 to adjudicate upon a dispute between the Punjab National Bank and its workmen and that during the pendency of the proceedings of the three References sent to the said Tribunal for adjudication by the appropriate Government, the employer Punjab National Bank Ltd. had made a change in the conditions of service of these 33 applicants by way of discharge, dismissal, transfer and forced retirement etc. and has thereby violated the provisions of Section 33 of the Act.

Out of the 33 applications 32 were heard at Delhi sometime earlier and on the study of the record at the time of dictation of the awards, it looked problematic to me as to whether the applications were competent at all as contemplated under the provisions of section 33-A, inasmuch as the References made by the Government of India in the Ministry of Labour pertaining to 150 employees in the first instance (Reference No. 1 of 1951) and 21 persons under Reference 2 of 1951 and 5 persons under Reference 3 of 1951 were concerned only with the particular number given therein and as such the said references were not omnibus References relating to all workmen as a whole. This aspect of the question was not discussed in the course of arguments advanced by both sides although a similar preliminary objection was raised by the Bank viz., that this Tribunal has no jurisdiction to entertain some of the applications which were admitted by Mr. Justice A. N. Sen, my learned predecessor in office after having submitted his awards in References Nos 1 and 2 of 1951. The question accordingly was posed for discussion in regard to the construction to be put on the words 'during the pendency of Proceedings' used in Section 33 of the Act and it was deemed necessary to hear the parties on this important point relating to the competency of the applications and the jurisdiction of the Tribunal once again. As the Tribunal's sittings were necessitated

to be held at Delhi for recording additional evidence in some remand cases remitted by the Labour Appellate Tribunal, this opportunity was availed of and the representatives of both sides were called upon to appear on 24th September 1952 for further arguments at Delhi on this legal aspect of the case. One more application in the name of Shri Ram Chand, in which pleadings were not completed when 32 applications were heard as stated above, had also become ripe for hearing and the parties in that application were also summoned and the hearing was fixed for 24th September 1952 in that application as well. Shri H. L. Puri, General Secretary, Employees Federation and Shri P. R. Bhatia Deputy General Secretary, Punjab National Bank Employees Union (Punjab) and Secretary, All India Punjab National Bank Employees Federation, represented the applicants while Shri M. G. Melhotra and Shri M. K. Jain appeared for the Bank.

Shri Bhatia arguing on behalf of the applicants submitted that the Reference No. 1 of 1951 dated 2nd July 1951 relating to the wrongful dismissal of 150 employees by itself amply indicates that the dispute was between the Punjab National Bank as a whole and all the workmen represented by the All India Punjab National Bank Employees Federation and the U.P. Bank Employees Union on the other hand. He proceeded that two other References pertaining to 21 cashiers and 5 Assistant Cashiers and Hundi Presenters also reveal that the disputes in those References related to the Bank as a whole; and as such the dispute was between the Federation and the Union on the one hand and the Bank as a whole on the other hand. It was stressed that the employees 150 in number in Reference No. 1 of 1951, 21 in Reference No. 2 of 1951 and 5 in Reference No. 3 of 1951 were only the subject matter of the dispute. It was urged that the parties are the Employer and workmen and the particulars given in the Schedule are only the items or matters under dispute. Reference was made to section 18 of the Act which deals with the persons on whom the award is binding; and it was argued that Clause (d) of Section 18 is explicit that all workmen are concerned with the award. Reliance was placed on the award of this Tribunal (presided by Mr. Justice A. N. Sen) published in *Gazette of India*, dated 12th February 1952, wherein decision about this point is given in Appendix A. Reliance was also placed on the award of Mr. Justice Sen in 33-A application (published in the *Gazette* dated 5th January 1952) in the case of Padam Chand Jain at page 31. A decision of the Labour Appellate Tribunal in the matter of 'Eastern Plywood Co. Ltd., (Labour Law Journal—May 1952—page 629) wherein the significance of the word "concerned" was discussed and a decision in the matter of United Commercial Bank Vs. Their workmen (Labour Law Journal—March 1952—page 393) were also cited. Finally it was submitted that this very Tribunal has already entertained some 33-A applications and decision was arrived at between the parties irrespective of this objection.

Shri Melhotra in reply relied on the words used in the Reference itself which was also referred to by the other side and submitted that the wording used in the Reference are "representing such men" meaning thereby the workers who are mentioned or included in the Schedule. It was stressed that Reference is to be read as a whole and considered as to whether it is a Reference with regard to a particular person or of general nature. It was maintained that all three references related to particular persons as indicated by the word 'such workmen'. With regard to the applicability of Section 18 the Bank representative submitted that it contemplates that the dispute may relate to the establishment as a whole or a part of it and these References relate to the part of the establishment consisting of 150 in one Reference, 21 in the other and 5 in the third but not the whole establishment and as such the award will be binding on that part of the establishment and not the whole lot of workmen. Adverting to the authority cited by the other side Shri Melhotra argued that the first authority in the series viz., the award of Mr. Justice Sen in the case of 150 persons is *sub-judice* in appeal and the matter can be re-agitated with regard to its correctness. Coming to the Labour Appellate Tribunal decision, Shri Melhotra urged that the subject matter in those proceedings was a collective one and it must be considered in the context of the Reference because the words used in this Reference viz. "representing such workmen" are not mentioned in that reference; and as such the decision is distinguishable. Lastly, Shri Melhotra emphasised that in case any wide construction is put on the word "concerned" it would result in a great hardship upon an employer and their hands would be tied even in a case of petty dispute, say at the instance of one man, which is not intended by the legislature.

Shri Bhatia in further reply submitted that the argument built upon the words "representing such men" is not sound inasmuch as the words used further on are "their workmen".

Now the material point for determination is as to whether in purview of the References Nos. 1, 2 and 3 of 1951 sent for adjudication, under Notification No. S.R.O. 1010, dated 2nd July 1951, Notification No. LR.90(107), dated 24th July 1951 and No. LR.90(107), dated 10th August 1951, respectively all workmen as a whole are to be treated workmen concerned. The argument of Shri Bhatia put in nutshell is that in these Notifications it has been mentioned that dispute was between the Punjab National Bank on the one side and the workmen of the said Bank represented by All India Punjab National Bank Employees Federation and U.P. Bank Employees Federation on the other hand. Reliance was placed on Section 18 of the Act, which deals with the persons on whom the award is binding. Some authority was also cited in support of the argument but these legal precedents quoted above shall have to be discussed regard being had to the wording used in the Notifications of these reported cases and that of these References during the pendency of which the applications under Section 33-A were preferred. Now in the dispute between 'United Commercial Bank Ltd and certain employees' the facts reveal that this reference related to the increment of wages of all the employees employed in the Bank and when it was pending adjudication, five employees were discharged by the Employer without having obtained the permission of the Tribunal. It was held that the adjudication proceedings were pending at the time of discharge in which those employees were concerned. The other decision of the Labour Appellate Tribunal relied upon is the case of 'Eastern Plywood Company and their workmen'. In this case the Labour Appellate Tribunal held that where the dispute formed the subject matter of those proceedings all workmen would certainly be concerned and considered to be parties to the proceedings; and a settlement or award made in the course of the said proceedings will be binding on them. In this decision two awards of Shri A. Das Gupta and one of the Central Government Industrial Tribunal, Calcutta were noted, and on particular facts of the case the 3 workmen were held as 'workmen concerned' in the dispute that was pending adjudication. Now the relevant portion of the Reference in Plywood Company case reads as follows:

"Whereas an industrial dispute exists between the Eastern Plywood Manufacturing Co. Ltd.... and their workmen represented by the Eastern Plywood Manufacturing Workers' Union, regarding the matters specified in the schedule and whereas it is expedient that the said dispute should be referred to an industrial tribunal under the Industrial Disputes Act, 1947; Now Governor is pleased hereby to constitute the industrial tribunal consisting of one member and appoint Shri M. C. Banerjee, district judge, to be such member and to refer to the said tribunal for adjudication".

On the other hand the Notification in Reference No. 1 of 1951 reads as follows:

"MINISTRY OF LABOUR ORDER

New Delhi, the 2nd July 1951.

S.R.O. 1010.—Whereas an industrial dispute has arisen between the Punjab National Bank Limited, Delhi, and its branches on the one hand and their workmen and the All India Punjab National Bank Employees Federation, Delhi, and the U.P. Bank Employees Union, Agra, representing such workmen on the other hand in respect of matters specified in Schedule I hereto annexed:

And whereas the Central Government considers it desirable to refer the dispute to a Tribunal for adjudication:

Now, therefore, in exercise of the powers conferred by Section 7 read with clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (XIV of 1947) and in partial modification of the Order of the Government of India in the Ministry of Labour No. S.R.O. 760, dated the 22nd May, 1951, in respect of matters included in this Notification the Central Government hereby constitutes an Industrial Tribunal of which Shree A. N. Sen, retired judge of the Calcutta High Court, shall be the sole Member and refers to him the said dispute for adjudication.

SCHEDULE I

1. Wrongful dismissal of the workmen mentioned in Schedule II and their reinstatement.

2. In the event of any order for reinstatement, payment of wages and allowances etc. from the date of dismissal to the date of reinstatement.”

The words ‘representing such workman’ in respect of matters specified in Schedule I hereto annexed are very significant. The same words viz. representing such workmen on the other hand were also repeated in Reference 2 of 1951, dated 24th July 1951 which is reproduced for facility of reference as under:

GOVERNMENT OF INDIA
MINISTRY OF LABOUR
ORDER

New Delhi, the 24th July 1951.

No. LR.90(107).—Whereas by an Order of the Government of India in the Ministry of Labour No. S.R.O. 1010, dated the 2nd July 1951, an industrial dispute between the Punjab National Bank Limited, Delhi, on the one hand and their workmen and the All India Punjab National Bank Employees’ Federation and U.P. Bank Employees Union representing such workmen on the other hand, was referred to an Industrial Tribunal for adjudication;

And whereas a further industrial dispute has arisen between the Punjab National Bank Limited, Delhi, its branches and its Treasurers and Cashier Contractors on the one hand and their workmen and the All India Punjab National Bank Employees’ Federation, Delhi, the U.P. Bank Employees’ Union and the Punjab National Bank Employees’ Union, Bombay, representing such workmen on the other hand, in respect of the matters specified in Schedule I hereto annexed;

And whereas the Central Government considers it desirable to refer the dispute to a Tribunal for adjudication;

Now, therefore, in exercise of the powers conferred by clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal constituted by the Order of the Government of India in the Ministry of Labour No. S.R.O. 1010, dated the 2nd July 1951, under section 7 of the said Act.

SCHEDULE I

Wrongful dismissal of 21 Cashiers, Assistant Cashiers, Head Cashiers and Hundi Presenters of the Bombay branches of the Punjab National Bank Ltd., mentioned in Schedule II, and their reinstatement.

* * * * *

In reference 3 of 1951, dated 10th August 1951 these words again find their place which are not mentioned in the Notifications of Eastern Plywood Company and United Commercial Bank case, relied upon by the Union side. This distinction is a marked one and becomes more important and effective when considered in the light of the facts and circumstances which led to these three References. These facts as disclosed from the applications themselves put briefly are that Delhi Branch went on strike out of protest against the suspension of Mr. Subbarwal, Secretary of the Union and the strike subsequently took the shape of all India strike and ultimately on the intervention of the Government an agreement was arrived at between the Bank and the Government whereby all strikers were held entitled to reinstatement if they signify by declaration to rejoin on or before 5th of June 1951 excepting 150 persons against whom positive objection was taken by the Bank. Obviously a line was drawn between all other strikers and 150 persons. Now Reference No. 1 of 1951 forms the subject of 150 persons and the Notification bespeaks that a dispute existed between the Bank and the Union and Federation of Employees *representing such 150 persons*. Some time after, the Bank took exception to reinstate 21 cashiers of Bombay and 5 Assistant Cashiers and Hundi Presenters of Punjab and References Nos. 2 and 3 were made for the adjudication of their dispute as to whether their dismissal was wrongful and they were not to be reinstated on account of their having been the employees of the Cash Department. In both these References the Notifications reproduced above also bespeak that the dispute existed between the Bank and the Union ‘representing such workmen’. The use of the word ‘such’ and ‘representing such workman’ has its own connotation and in the light of the general principles in the matter of construction and interpretation on the words used in the statute these cannot be lightly brushed off. The cardinal rule of construction of statutes as stated in the Eastern Plywood case is that the words of a statute should

ordinarily be given their plain meaning and no word used therein is to be treated as redundant, nor other words are to be added. It is also an established rule of Law that in construing a particular provision other parts of a statute should be taken into consideration and the scope and object of the statute may have the effect of either restricting or enlarging the significance of the words used in the provision which is the subject matter of construction. I need hardly add that these rules apply in the case of Government Notifications and the words 'representing such workman' cannot be treated redundant. I am conscious that I myself has held as Chairman, Central Government Industrial Tribunal, Calcutta, in the case of United Commercial Bank that the words 'workmen concerned' used in section 33 have wide connotation and should not be taken in a narrow sense when all workmen are concerned in the result and award is binding upon all. But, as observed above various awards and decisions are made on particular merits and there cannot be justifiably applied on distinguishable facts. The references Nos. 1, 2, 3 of 1951 whose pendency is to be determined for the purpose of sections 33 and 33-A shall have therefore to be considered in purview of the Notifications under which these References are made. The words 'during the pendency of these proceedings' is explained in Section 20 of the Act as to when it commences and when it concludes but there is no specific provision in the Act which could throw light that the pendency of any proceedings concerns the whole lot of workmen and when it is confined to a specific number of workmen whose dispute was referred for adjudication; the distinction is not apparent but real. Shri Bhatia of course referred the Tribunal in the course of argument to the finding of Mr. Justice A. N. Sen before whom this question was also posed while hearing the dispute under Reference No. 2 of 1951 pertaining to 21 Cashiers of Bombay. His finding, no doubt, is to the effect that the disputants were the Unions and the Bank and not these 21 or 150 persons for whom the References 1 and 2 were made. With profound respect for the view taken by Mr. Justice Sen I regret that I cannot subscribe to that and in my opinion the distinction is real and substantial as the words 'representing such workman' used in the References manifestly abridge the scope and restrict the amplitude of 'workmen concerned' to the particular persons named in the Reference by a separate Schedule. I would exemplify this by submitting that if the Government intends to send any one case and mentions it clearly in the notification of Reference that the dispute exist, between the Employer and Employees Union representing one employee concerned then if employer's hands are tied from touching thousands of employees working in the institution till the disposal of that Reference, it would manifestly lead to absurdity. It is quite intelligible that when the Reference deals with matters like scales of pay, wages, increments, bonus, holiday, leave rules, working hours, gratuity etc. which concern each and every employee as a whole and any employee during the pendency of this type of Reference is touched the provisions of section 33 could be invoked. Or, there may be other cases in which reference is made to the effect that a dispute exists between the employer and the employees union with regard to the points embodied in the schedule without making it clear that the union would represent any particular person or 'such workmen' but it is left unspecified as done in the Eastern Plywood case, it would be permissible to treat such a dispute as dispute concerning workmen as a whole. But in a case when the Government consciously uses the word 'representing such workmen' then the representation of the union would be confined to those workmen and the award under section 18 would be binding on the specified part of the establishment. Any other interpretation to my mind would lead to a confusion and grave consequences accruing therefrom. It is also noteworthy that References Nos. 2 and 3 of 1951 were made by the Government although Reference No. 1 regarding 150 persons was pending. If 33-A application could lie during the pendency of Reference No. 1 of 1951 then there was no need of making fresh References No. 2 and 3 of 1951 for 21 Bombay Cashiers and 5 Assistant Cashiers. It appears the Government was alive to the defect and legal flaw and the same must prevail in these applications. I am therefore of the opinion that these applications do not attract the provisions of section 33 inasmuch as the references pending before this Tribunal related to a particular number of persons and other workmen including the applicants cannot be treated as 'workmen concerned'. The result is that the applications are incompetent and shall fail for lacking of jurisdiction. I see no necessity of detaining the Tribunal for considering each case on merits because the remedy lies by way of regular reference to be made by the appropriate Government. Awarded accordingly.

(Sd.) K. S. CAMPBELL-PURI, *Chairman,*
Industrial Tribunal (Punjab National Bank Disputes), Calcutta.

CALCUTTA;

The 6th October, 1952.

APPENDIX I

Applications under Section 33-A

Sl. No.	Application No.	Applicants
1	14 of 1952	Shri Nem Chand Jain.
2	16 of 1952	„ Bhagat Ram, Peon.
3	17 of 1952	„ Triloki Nath Azad, Daftry.
4	18 of 1952	„ Rati Ram Kaushik.
5	19 of 1952	„ Topen Lal Chawla.
6	20 of 1952	„ Karam Singh.
7	21 of 1952	„ Mango Ram, Daftry.
8	22 of 1952	„ Bhagawan Das, Assistant Cashier.
9	23 of 1952	„ Som Nath Tandon.
10	24 of 1952	„ Girdhari Lal Aggarwal, Clerk.
11	25 of 1952	„ Lajpat Rai Khanna, Clerk.
12	26 of 1952	„ Mengha Ram, Chowkidar.
13	27 of 1952	„ Dave Dutt Sharma.
14	28 of 1952	„ Sohan Lal Juneja, Cashier.
15	29 of 1952	„ Punjab Singh, Chowkidar.
16	30 of 1952	„ Galti Sidgh, Chowkidar.
17	31 of 1952	„ Bishan Das, Cashier.
18	32 of 1952	„ Ratan Chand, Hundi Presenter.
19	33 of 1952	„ Suraj Prakash, Record Keeper.
20	34 of 1952	„ Charna Nand, Peon.
21	35 of 1952	„ Gonesha Nand, Chowkidar.
22	36 of 1952	„ Gopi Chand, Cashier.
23	37 of 1952	„ Om Prakash, Cashier.
24	38 of 1952	„ Shamra Singh, Chowkidar.
25	39 of 1952	„ Niranjan Das, Peon.
26	40 of 1952	„ Shrimati Mat Dhanti, Sweepress.
27	41 of 1952	Shri Neki Ram, Chowkidar.
28	42 of 1952	„ Roop Lal Kukkar, Clerk.
29	43 of 1952	„ Kailash Baghat, Clerk.
30	44 of 1952	„ Triloki Nath Jain.
31	45 of 1952	„ Kartar Chand Rattan.
32	46 of 1952	„ Ved Bhushan Gupta.
33	47 of 1952	„ Shri Ram Chand.

[No. LR-90(107).]

(Sd.) K. S. CAMPBELL-PURI, *Chairman,*
Industrial Tribunal (Punjab National Bank Disputes), Calcutta.

New Delhi, the 28th October 1952

S.R.O. 1809.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Calcutta in respect of the dispute between the Punjab National Bank Limited and its workmen.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

20/1 Gurusaday Road, Ballygunge, Calcutta—19.

Before Shri K. S. Campbell-Puri, B.A., LL.B., Chairman.

REFERENCE No. 7 OF 1952

The Punjab National Bank Ltd., Delhi

And

Their workmen

APPEARANCES:

Shri Prem Ratan Bhatia, Deputy General Secretary, Punjab National Bank Employees Union, Ambala Cantt. and Shri H. L. Puri, General Secretary, All India Punjab National Bank Employees Federation, 15/6 Patel Nagar East, Delhi, for the employees.

Shri Ram Sahay, Officer-on-Special Duty with Shri M. K. Jain and Shri Madan Gopal Mehrotra for the Bank.

AWARD

By Notification No. 90(107), dated 3rd March 1952 the Central Government in the Ministry of Labour referred an industrial dispute existing between the employer in relation to Punjab National Bank Ltd. and its workmen mentioned in Schedule II and III in respect of the matters specified in schedule No. I, which read as follows:

SCHEDULE I

1. Wrongful dismissal of the workmen mentioned in Schedule II and their reinstatement.
2. In the event of any order for reinstatement, payment of wages and other allowances from the date of dismissal to the date of reinstatement.
3. Wrongful transfer of the workmen mentioned in Schedule III and compensation, if any, to be granted to them.

The usual notices were sent for filing the statement of claim and the written statement thereof in a month's time on either side. The pleadings were completed in August 1952 and the reference was to be taken up in due course. This was however a priority case as marked on the notification and furthermore a representation was made on behalf of the Union for an early hearing because an interim relief was also claimed till the final disposal. It so happened that the Tribunal was called upon to go to Delhi for recording additional evidence in some remand cases remitted by the Labour Appellate Tribunal and this Reference along with No. 6 of 1952 was also fixed for hearing at Delhi in order to avoid the contingency of going again. The actual hearing commenced after disposing of the remand cases on 18th September and continued up to 24th September 1952.

According to Schedule II wherein the names of the workmen concerned are mentioned 17 cases relate to wrongful dismissal; while 18 cases detailed in Schedule III are that of transfer from one branch to the other. Of the 17 persons named in Schedule II the cases of No. 1 Shri Laksh Ram, No. 2 Shri Janeshwar Dass, No. 3 Shri Baijnath, No. 4 Shri Radhey Shyam, No. 7 Shri Om Prakash Sharma, No. 11 Shri Thakur Das and No. 13 Shri Chandgi Ram were not pressed by the Union representatives who appeared on behalf of the workmen and the same shall be deemed to have been withdrawn. Similarly, out of the 18 persons named in Schedule III the cases of No. 1 Shri Sushil Kumar, No. 2 Shri Gulzari Lal, No. 3 Shri Avatar Singh, No. 4 Shri Devraj, No. 5 Shri Lakshmi Das, No. 6 Shri Nand Kishore, No. 7 Shri Mitha Lal Bansal, No. 9 Shri Uday Singh Saini, No. 15 Shri Lekhi Ram, No. 16 Shri Lal Chand, No. 17 Shri Wazir Singh and No. 18 Shri Bhagirath were not pressed by the Union representatives who filed the claims and represented the workmen and shall be deemed to have been withdrawn and need no adjudication. The rest 16 cases were duly heard in the presence of the representatives of both sides, and shall form the subject of adjudication.

The cases of discharge and dismissal mentioned in Schedule II relate to (1) Shri Shiv Nandan Sharma (No. 5/II), (2) Shri Chanan Lal Puri (6/II), (3) Shri B. L. Khanna (8/II), (4) Shri Mangat Ram (9/II), (5) Shri Bhawani (10/II), (6) Shri Ram Loat (12/II), (7) Shri Chitranand (14/II), (8) Shri Prabhu (15/II), (9) Shri Chiddu (16/II), and (10) Shri Bharti (17/II) and will be dealt with first.

(1) *Shiv Nandan Sharma (No. 5 Schedule II).*—Shri P. R. Bhatia the Union representative before dealing with the case on merits gave a resume of the facts and circumstances in general which led to the existing dispute. It was submitted that Punjab National Bank Employees Union (Punjab) is a unit of the All India Punjab National Bank Employees Federation which was formed in November 1950. Since then a number of disputes were being agitated by the Federation on behalf of the employees when the Secretary of the Delhi Union was suspended; and the employees of Delhi Branch went on pendown protest strike, whereupon the management suspended large number of employees from service instead of coming to an agreement or negotiating with the Federation. This resulted in All India strike of April 1951. Ultimately the management came to an agreement with the Government whereby it was agreed to reinstate all the strikers who had been dismissed during the strike excepting 150, against whom the management had positive objection. After this arrangement the Bank management found itself free to victimise the remaining employees finding that there was none who could protest the rights of the employees. Some of the employees were not reinstated despite the agreement and the others while taken back were again shunted out on one plea or other. Shri Bhatia proceeded that the complaints of applicants mentioned in Schedule II and Schedule III in addition to those who preferred their claim under section 33-A and certain other References made by the Government to the Industrial Tribunal (Punjab National Bank Disputes) and Central Government Industrial Tribunal at Calcutta would bear testimony to the wholesale victimization by the Punjab National Bank.

Coming to the case of Shiv Nandan, Shri Bhatia submitted that the applicant joined the Bank service as a Head Cashier on 18th June, 1949. His work was quite satisfactory but it so happened that the contractor cashier for the Branch Messrs. R. B. Karam Chand Puri & Bros. was substituted by another contractor cashier and on the change in the Treasurer's office the services of the applicant were terminated on 20th October, 1951. It was argued that the termination of his services was wrongful, illegal and *mala fide* inasmuch as the applicant was as good a Bank employee as others and sheer on the termination of the contractor cashier's services he could not be discharged when he was doing his work satisfactorily. Reliance was placed upon a chart Ex. A wherein some instances of cashiers are cited who were appointed by the Punjab National Bank before and after strike and were still working in the Bank. It was emphasised that the termination of the services of Shri Shiv Nandan was motivated by his participation in the strike. Shri Ram Sahay on behalf of the Bank raised the preliminary objection to the effect that it is an individual dispute and the petition should have been made by the applicant himself and that the Deputy General Secretary, Punjab National Bank Employees Union had no *locus standi* to file this claim, which was not signed by the applicant. On merits reliance was placed on the copy of Memorandum of Agreement made between the Punjab National Bank and Messrs. Karam Chand Puri & Bros. (Ex. 1), Letter of Notification given to Shiv Nandan Singh by the same treasurer (Ex. 2), Head Office Circular No. 431/G-51, dated the 27th September, 1951 regarding the closure of Pay Office Unao (Ex. 3), copies of the notices sent to Treasurer and the applicant (Exs 4 and 5) and the letter of Accountant incharge of Unao dated 20th October, 1951 calling upon the applicant to handover the charge to another man. In regard to the preliminary objection Shri Bhatia relied on the authority given by the applicant to the P. N. Bank Employees Federation authorising the Federation to file the claim and further argued that according to the Reference itself the Employees Federation was a party and no individual notices were served. This objection was also raised in other cases and may be disposed off at the outset. Now the order of reference clearly bespeaks that a dispute exists between Punjab National Bank Ltd., and its workmen and there is no evidence brought on the record by Bank side to the contrary. It can therefore be safely presumed that the dispute is an industrial dispute. This question of individual claims was the subject of elaborate discussion in a case decided by Calcutta High Court reported in 54 CWN 256 but the matter is still *sub-judice* in a letters patent appeal and it will serve no useful purpose to take note of that. The objection furthermore unsustainable because the reference was made on the motion of the Union and not by any individual employee. The Tribunal also in pursuance of the list given with the Notification issued notices to the Union and the Employer as well as the individual applicants. For all these reasons the objection is devoid of any merit and the same is repelled.

On merits the main point involved is as to whether the services of an employee of the Cash Department can be terminated on a change made in the services of the contractor cashier. This point has been agitated in more than one cases and I have also held in Reference No. 3 of 1951 as chairman of Industrial Tribunal (P. N. Bank dispute) relating to 5 cashiers that the Employees of the Cash Department are the employees of the Bank and not the nominees of the contractor cashiers so far service conditions are concerned, and I think it will serve no useful purpose to discuss all the legal precedents cited more especially when the point has been set at rest by their lordships of the Supreme Court in Civil Appeal No. 66 of 1952 in the matter of United Commercial Bank Ltd., versus Secretary, U.P. Bank Employees Union and others. I am of the opinion that the dismissal of Shri Sharma was wrongful and liable to be set aside. Now the normal remedy is reinstatement and I have no hesitation in allowing the same. He will also be paid his back salary and allowances from the date of dismissal to the date of reinstatement. The direction shall be carried out within one month after the publication of award.

(2) *Chanan Lal Puri (No. 6/Schedule II)*.—His case as disclosed from the statement of claim briefly is that he joined Punjab National Bank's service in March 1950 on the merger of Bharat Bank with the Punjab National Bank. He also participated in the strike and subsequently was taken back in service in terms of the agreement arrived at between the Government and the Punjab National Bank, on the 1st September 1951. His services were however terminated soon after on the plea that his work was not satisfactory. He was neither charge sheeted nor given any opportunity to explain. Some letters Exhibits B/1, B/2 and B/3 were produced in evidence and on the strength of that it was stressed that the management after allowing him to rejoin in terms of the agreement subsequently discharged him without any good reason and as such it was a case of victimization. Shri Ram Sahay arguing on behalf of the Bank submitted that the applicant joined the Bank's service as a fresh hand as borne out from Ex. 7 but his work was found unsatisfactory as reported by the Manager, Muksar Branch, where he was working. Subsequently he went on strike in April 1952 and no doubt, he reported for rejoining in May 1951 but he was not taken back for want of renomination letter from the Treasurer. The Bank representative proceeded that the applicant was ultimately employed as a fresh hand on 1st September 1951 but his work again continued to be unsatisfactory and he was discharged.

On the appreciation of the facts it is not clear that the work of an old employee of Bharat Bank who was re-employed by the Punjab National Bank on the merger of Bharat Bank and continued for about a year was found unsatisfactory. The Bank asked him to produce renomination letter and on his failure to do so, did not take him back in service although the management was bound under the terms of the agreement and subsequently as admitted by the Bank representative employed him as a fresh hand. With regard to his work of course Ex. 10 and Ex. 11 definitely speak of his deficiency in the performance of his duties. The proper course to my mind was to call upon him to explain, but no such opportunity was given to him and all these circumstances go to show that his discharge from service was not made on sufficient grounds and was wrongful. But he was undoubtedly a fresh hand and in the light of the principles laid down by the Labour Appellate Tribunal in Buckingham Carnatic Mills case (Labour Law Journal—Vol. II—page 316) in the matter of reinstatement or compensation, I think his is not a fit case for allowing reinstatement. He was an old employee of Bharat Bank and was taken in service of Punjab National Bank and on test was found deficient as evidenced from Exs. 10 and 11. In the circumstances I think the wrongful dismissal as found above would be remedied by allowing him compensation. The quantum of compensation is assessed to six months salary plus allowances permissible under rules to be awarded. The Bank is directed to pay the amount within one month from the date when the award becomes operative.

(3) *B. L. Khanna (No. 8/Schedule II)*.—Shri Khanna was an old employee of Bharat Bank and his services were taken by the Punjab National Bank on the merger of Bharat Bank. He also participated in the strike of April 1951 and rejoined after the strike was called off. He was however discharged from service without assigning any reason. It was argued on his behalf that the plea of the Bank viz. that he was involved in some litigation was untenable because the same related to his private affairs and did not affect his service in the Bank. On the other hand the stand taken up by the Bank is that Shri Khanna was using fictitious cheques in the course of his litigation with one Shri Khub Chand Proprietor of Messrs. K. C. Hans Raj, Meat contractor. Reliance was placed on Ex. 15 a copy

of the judgment of Sub-Judge, 1st Class, Jullundur delivered in a civil suit., Shri B. D. Khanna Vs. Khub Chand, whereby the suit was dismissed with costs. The argument of Ram Sahay exactly was that as borne out from the copy of judgment Ex. 15 the conduct of Shri Khanna was not found above reproach and when this matter was brought to the notice of the Bank, the Bank naturally enquired into his antecedents and some disclosures were made in that enquiry. The Bank accordingly felt suspicious about the applicant's conduct and character and decided that a man of his type could not be allowed to continue in service. Shri Ram Sahay however admitted in the course of argument that Shri Khanna was not given any opportunity to explain nor he was charged with any misconduct. The record of the enquiry was also not produced and it was stated that there was no record available as to what that enquiry was. Finally it was submitted that he was only discharged and not dismissed and his Provident Fund and Security amounts were paid to him in satisfaction of final settlement as borne out from Ex. C/2.

With regard to the alleged misconduct suffice it to say that in the absence of any charge sheet given to the applicant or any opportunity to submit explanation relating to the enquiry made at his back there is no material whatsoever to conclude that the man had become undesirable and unfit for service. Explanation to a charge of misconduct is the right of every man and more especially when the principles of natural justice are to be applied, no one could be punished of such flimsy ground that he had become undesirable because his suit failed in the civil court. Exhibit 14 a letter sent by Shri Bhim Sen Mehra, Advocate further reveals that his opponent Shri Khub Chand approached the management with the copy of the judgment passed by the sub-judge in a private civil litigation and succeeded in getting him discharged from service. This perfunctory manner of discharging an employee sheer on suspicion created by an opponent in a civil litigation if allowed would knock the bottom of the security of service. I am therefore satisfied that the discharge of Shri Khanna was unjustified as well as wrongful. The other argument advanced on behalf of the Bank was that he had issued a receipt in final settlement of his dues and as such was stopped from filing any claim. The question of the effect of acceptance of wages etc. at the time of discharge came up before their Lordships of the Labour Appellate Tribunal in Appeal No. Cal-402/51 in the case of 'United Commercial Bank Vs. K. D. Chaturvedi & Ors.' and the plea was negatived on the basis of previous decisions of Labour Appellate Tribunal viz Kanpur Omnibus Service, Vishwamitra Press etc. The Bank's contention accordingly fails on both counts with the result that this claim must succeed. The Bank is accordingly directed to take Shri B. D. Khanna in service within one month from the date, the award becomes effective and pay to him his back salary with all allowances from the date of dismissal to the date of reinstatement at the rate that he was drawing at the time of discharge.

(4) *Mangat Ram (No. 9/Schedule II).*—Shri Mangat Ram was an old employee of the Bank and had also participated in the strike. He reported for duty on 4th June 1951 when the strike was called off but the Bank refused to take him back in service, and as such his discharge was wrongful and unjustifiable. The stand taken by the Bank was that he was a temporary hand and the management was justified in refusing to take him back after the strike. It was also urged that he absented himself voluntarily and he vacated his post. Reliance was placed on the letter of appointment Ex. (45) wherein his service conditions are detailed. Reference was made in particular to clause I of the service conditions wherein it was stated that he was appointed for 15 days in the first instance which period could be extended by fresh order. Shri Melhotra, the Bank representative, however admitted that extension was given to him more than once as evidenced from Exs. 46 and 47. It was next argued that the applicant did not join the strike as borne out from the attendance register but he failed to attend office subsequently and vacated his post. Shri Puri in refutation of the argument of the Bank side referred to the attendance register and maintained that he was marked absent on 4th, 5th and 7th May when the strike was still continuing and his services were terminated on the 8th May as noted in the register by the words 'services terminated' against his name. It was stressed that he did participate in the strike although at a later stage in May and reported for duty on 4th June in terms of the agreement arrived at between the Government and the employer Bank. The Union representative further argued that Shri Mangat Ram in the first place was not a temporary hand and even if he be taken as such no distinction could have been made in terms of the agreement whereby all and sundry excepting 150 against whom positive objection was taken and whose cases were sent for adjudication, were to be reinstated.

On the appreciation of the arguments and examination of all the facts it appears that Shri Mangat Ram was working as a temporary hand as evidenced from the various extensions given to him. In purview of the terms of the agreement however no distinction was made between permanent and temporary hands and as such in one sense he too was entitled to reinstatement. But when the case is to be considered on merits for adjudication purpose I don't think that reinstatement is called for in his case because his services could be terminated even if he had rejoined his duties after the strike without assigning any reason in the case of a temporary hand. The question of confirmation has always been a matter to be decided by the management and in these circumstances it would not be desirable to interfere in the management function in the case of a temporary man. The claim is accordingly disallowed.

(5) *Bhawani (No. 10/Schedule III)*.—He was working as a Peon and also participated in the strike. Subsequently as usual he reported himself to join his duty when the strike was called off on 8th June 1951. He was however not permitted to resume his duty. It was argued on his behalf that the delay in reporting was not deliberate and the matter was brought into the notice of the Chief Labour Commissioner by the General Secretary of the Employees Federation as evidenced from Exs. G/1 and G/2, dated 14th June 1951. The Bank representative in reply submitted that Shri Bhawani actually reported for duty on 8th June 1951 and not on 4th as alleged by the other side as evidenced from his own letter Ex. 25. Reference was made to correspondence with the Government in this connection and a copy of the letter of the Under Secretary to the Government of India Ex. 27, dated 20th May, 1951 was produced in evidence whereby the employees had to report for duty immediately and not later than noon of the 5th June 1951. Exs. 25 and 27 go to the root of the case and may well be reproduced as under:

Ex. 25:

"The Manager,
The Punjab National Bank Ltd.,
Chandni Chowk, Delhi.

Sir,

With due respect I beg to state that I was compelled to go on strike and instead of joining the strikers in demonstration I went to my native place where my wife was ill. Due to her serious illness I could not join duty on the 5th.

I most respectfully beg to request the favour of your allowing me to resume my duties.

Yours obediently,

Sd/- Bhlwani No. 2.

Dated 8th June, 1951.

Ex. 27:

GOVERNMENT OF INDIA
MINISTRY OF LABOUR

No. LR.90(107)

Dated New Delhi, the 26th May, 1951.

From

Shri P. S. Easwaran,
Under Secretary to the Government of India.

To,

The General Secretary,
All India Punjab National Bank Employees' Federation 15/6, Patel
Nagar East, Delhi.

Sir,

I am directed to refer to Government's letters No. LR.90(107), dated the 10th May, 1951, and LR.90(107), dated the 14th May, 1951, addressed to you regarding the resumption of duties by all except 150 members of the staff of the Punjab National Bank. A copy of the list of 150 persons to whom the bank had positive objections was sent to you under Government's letter No. LR.90(107), dated the 19th May, 1951. The Bank management have reported that out of the 1,000 and

odd employees entitled to reinstatement, about 550 employees have not yet rejoined and that as the management are precluded from engaging new hands, the work of the bank is suffering. While Government realise that the arrangement agreed to by the management does not fully satisfy the expectations of employees, they feel that it marks a great advance on the position previously taken up by the management, namely, that considerable permanent recruitment had taken place against the posts of the dismissed employees and that there was not much immediate scope for reinstatement of the dismissed personnel. As the field of dispute has been narrowed down from 1154 to 150 and the most effective machinery available under the law has been placed at the disposal of the parties for dealing with the remaining dispute, Government would counsel moderation and advise the employees entitled to reinstatement to forthwith report themselves for duty. Already a fortnight has elapsed since the offer was made by the management. No bank can go on for long with a depleted staff and without the possibility of fresh recruitment. The management have, therefore, suggested that a firm date should be fixed for the return of the strikers and that they should have a free hand in the matter of filling vacant posts after that date. Government feel that in the circumstances of the case, this is not an unreasonable demand. They would, therefore, request all employees entitled to reinstatement to report themselves for duty immediately and, in any case, not later than noon on the 5th June 1951. If employees do not join by that time, Government regret that they will not be able to interfere with any arrangements that the management might make for filling the vacancies.

Yours faithfully,

Sd/- P. S. EASWARAN,

Under Secretary.

Copy forwarded (1) to the U.P. Bank Employees' Union, 22/104, Filkhana, Kanpur, for information and necessary action.

(2) The All India Bank Employees' Association, 25/2, Bhai Jivanji Lane, Thakurdwar, Bombay 2."

Now in Ex. 25, dated 8th June 1951 the applicant has stated that due to the illness of his wife he could not joint on 5th. While in Ext. 27, dated 26th May, 1952, it has been definitely made clear that all employees entitled to reinstatement should report for duty immediately and in any case not later than noon of 5th June 1951. The intimation to report for rejoining moreover was given on 26th May 1951 and instead of waiting till 5th he could join earlier and then apply for leave if actually his wife was ill and his presence at home was necessary. There is accordingly no substance in the contention of the Union representative that the applicant joined on 4th or the delay could be condoned. In the result the claim fails and is disallowed.

(6) *Ram Loat (No. 12/Schedule II)*.—His case put briefly is that after the calling off of the strike he did not actually turn up to take up his duty but sent a letter dated 14th May 1951 for the resumption of his duty. This letter was received by the Bank on 5th June, 1951 but the applicant actually made his appearance on 17th June 1951. The Bank refused to wait till 17th as asked for and did not take him back in service. It was argued by Shri H. L. Puri on behalf of the applicant that the delay was not deliberate and the Bank was not justified in refusing to reinstate him. Shri Ram Sahay on behalf of the Bank submitted that the letter dated 14th May 1951 (Ext. 28) was received at 12-40 P.M. as noted on it and the contents of it indicate that the applicant was not resuming duty and asked for time. It was stressed that in the purview of the agreement, 5th June was the last date and it was not binding upon the Bank to extend the date sheer on his asking. The Bank representative also produced a telegram in evidence Ext. 29 and argued that according to the contents of this telegram his marriage was fixed on 17th May 1951 and the delay until 17th June was inexplicable. Exts. 28 and 29 in this case furnish a complete answer to the claim and the facts need not be further gone into. The telegram Ext. 29 reads as follows:

"O k1 GORAKHPUR 14 27

RAMNARAIN DUBEY DGFAMSF BULLICK GATE No. 9
NEW DELHI

RAMLAUTS MARRIAGE 17/5 SEND HIM SOON—PULLI".

It is not explained on the record as to why the applicant was unable to attend to his duties upto 17th June when his marriage was already celebrated on 17th May 1951. There is thus no case for condoning the delay more especially when

specified time was the essence of the agreement. The claim fails and is disallowed.

(7) *Chitranand (No. 14/Schedule II).*—His case as disclosed from the complaint and his detailed statement made before the Tribunal as his own witness is that he was an old employee and there was nothing against him so far his previous service was concerned. After the partition of the country he was placed in the Law Department and was working as a Chaprasi at Delhi. He also participated in the strike of April 1951 and when the strike was called off he joined his duty along with others. The Superintendent Law Department, however, was angry with him on account of his participation in the strike and on more than one occasion had enquired from him as to why the petitioner had gone on strike. It was further alleged that some days after he was accused of insubordination for having refused to carry the salary bill register. He was told to apologise but he refused to do so because he was not at fault and had refused to carry the Bill Register to the central office because the clerk in the central office had instructed him earlier that the salary bills be sent through a clerk of the department who prepares the bill. Shri Chitranand admitted that an enquiry was made in his case by Shri Tuli but his grievance was that in the course of the enquiry the Union representative was not accommodated and some of the witnesses were examined in his absence.

On the other hand the case of the Bank as explained in the statement of witnesses examined by the Bank and the record of enquiry Ex. 24, be shortly stated as follows: Shri Roshan Lal Puri of the Law Department made a complaint dated 30th May 1951 to the Superintendent, Law, to the effect that Shri Chitranand was asked to take the salary bill to the Central Office but he refused to do so on the ground that his name was not included in the salary bill. The Law Superintendent called upon Shri Chitranand to explain his conduct about the allegation made against him, and on the submission of written explanation by Chitranand reported the matter to the Secretary for an independent enquiry to be made into the case by appointing an independent officer to conduct the enquiry. [This report of the Law Superintendent to the Secretary is dated 13th June 1951 (and is at page 4 of the file Ex. 24)]. Shri Tuli conducted the enquiry and submitted his report to the Secretary on 14th July 1951 (*vide* page 22 of the file Ex. 24). The finding of the enquiring officer was that Shri Chitranand had been guilty of gross insubordination and wilful disobedience of lawful orders given to him by Shri Roshan Lal Puri besides being insolent and rude towards him. He recommended for his dismissal from service which was effected sometime after and is now in question.

As stated above Shri Chitranand came into the witness box as his own witness and his defence was that he had refused to take the salary bill on the ground that on previous occasion Shri Manohar Lal, Central Office employee, had desired that the salary bills be brought to him by the clerk who prepares it. On the other hand the charge against Shri Chitranand was that he had refused to take the bill on the ground that his name was not included in the salary bill. The record reveals that his name did not appear in the bill and as explained by Shri Roshan Lal Puri in his statement before the enquiring officer, it was explained to Chitranand that his case had been referred to the Secretary for getting instructions regarding adjustment of leave due during the period of strike and that the file had not been received back by that time. Shri Manohar Lal who was also examined also contradicted Chitranand on the allegation that he had desired that the salary bills be brought by a clerk. Now they say that circumstances speaks sometimes more than the facts themselves and I think the two divergent versions when considered in the light of all the facts and circumstances it becomes abundantly clear that Shri Chitranand was upset as to why his name was not put in the salary bill and refused to carry it to the Central Office. The defence plea now advanced appears to be an after thought and was fully rebutted by the testimony of Shri Manohar Lal. The other grievance of Shri Chitranand viz. that the Union representative who conducted the case on his behalf was not accommodated is also not supported from the record. On the perusal of the file Ext. 24 it appears that the enquiry was once adjourned from 27th to 29th June 1951 on account of the indisposition of the Union representative. On another occasion of course the Union representative did not turn up but Chitranand himself was present and the witnesses were examined in his presence. The request of the Union representative for the postponement of the enquiry dated 13th July 1951 is at page 19 of the file wherein it was stated that as he was over-busy and it was not possible for him to attend on 13th June. The order passed by the enquiring officer at page 20 shows that Shri Chitranand was present and Shri Chamana Lal Mahajan and Shri Chaman Lal Sethi defence witnesses were accordingly examined and Chitranand closed his evidence.

In the circumstances I am satisfied that the enquiry was duly made and the management afforded the requisite opportunity to Shri Chitranand to meet the charge. The plea of defence taken before the Tribunal was puerile one as it was no business of the peon to say that the clerk should go and then it is rebutted by the statement of Shri Monohar Lal himself. The Bank version has been fully substantiated, and I therefore see no adequate ground to interfere in the decision arrived at by the management in a case of insubordination. The complaint fails and the same is dismissed.

(8) *Prabhu, Sweeper (No. 15/Schedule II)*.—Prabhu was working as a sweeper in Katra Ahluwalia (Amritsar) Branch. He happened to be a member of the Employees Union and also participated in the strike. He was however allowed to resume his duties on 28th May 1951 in pursuance of the agreement arrived at between the Government and Bank management. It was argued on his behalf that he was an old employee and his services were terminated without assigning any reason and the discharge was wrongful.

On the other hand Shri Ram Sahay, Bank representative, averred that the applicant was a part time servant and it was not correct to say that he had gone on strike. He was actually working upto 24th April 1951 as evidenced from the Bank record. He absented himself for a number of days and was substituted by a new hand and as such he had abandoned his duty and had no grievance. Now Ex. D the application of Prabhu sweeper filed by the Union clarifies the position inasmuch as Prabhu has himself admitted in Ex D/1 that he was working as a part time sweeper in Katra Ahluwalia Branch. In the circumstances I don't think any case has been made out for his reinstatement or any other relief by way of compensation. The facts amply show that the applicant on the change of the premises remained at Katra Ahluwalia and a new man took up his duty without any protest on the side of Prabhu sweeper. It appears that some time after when he did not feel easy at Katra Ahluwalia he approached the Union and his case was taken up along with others. Prabhu in his application Ex. D/1 referred to above has also disclosed this fact that he was not easy at Katra Ahluwalia and approached the Union for some service. The claim is without any merit and the same is disallowed.

(9) *Chiddu (No. 16) and Bharti (No. 17 /Schedule II)*.—These two claims were heard together as the facts in both are identical. The applicants were two sweepers who were working at the time of strike of April 1951 and actually participated in the strike. It was argued on their behalf that they resumed their duty in pursuance of the agreement although the Union representative was not in a position to say on which date they actually rejoined. It was urged that they worked only for a few days after resuming their duty and management turned them out without any reason and as such their discharge was unjustified and wrongful. The Bank representative in reply submitted that the applicants did not report for duty before or on the 5th of June according to the terms of the agreement.

The Employees Union on behalf of the applicants did not produce any evidence oral or documentary to substantiate the fact that they actually reported for duty on 5th June which date was made a dead line for the resumption of duty. In the absence of any material no presumption can be made, regard being had to the nature of their work. It appears that they might have taken service somewhere else and did not report in time. The claim is devoid of any substance and is disallowed.

This finishes with discharge and dismissal cases mentioned in schedule II. The rest are transfer cases. Coming to these cases mentioned in schedule III some of the claims have not been pressed as stated in the beginning and the rest can be dealt with collectively because the facts and relief claimed are common, and the Union representatives based their arguments mainly on the common ground of harassment. Now, these relate to (1) Shri Bhagwan Dass (No. 8/III) who was transferred from Rohtak to Khanna Branch; (2) Shri Bhagwati Parshad Sharma (No. 10/III) who was transferred from Daryaganj (Delhi) to Muzaffarnagar City (U.P.) Branch; (3) Shri Baldev Raj Khanna (No. 11/III) who was transferred from Central Office, Delhi to Laskar (Gwalior); (4) Shri Manohar Lal (No. 12/III), who was transferred from Sadar Bazar, Delhi to Indore; (5) Shri Chandra Mohan (No. 13/III), who was transferred from Head Office, Delhi to Indore and (6) Shri Ram Nirmal Kalra (No. 14/III) who was transferred from Delhi to Bhupal. The allegations made are that after the strike was called off and the applicants rejoined their duty, they were transferred to distant places in order to harass them and that the transfers were not necessitated by the exigencies of service but were made in order to victimize them. Some documentary

evidence (Exhibit E series) was produced and it was urged that these were not cases of ordinary transfer but one of victimization as evidenced from Ex. E/3.

Now Ex. E/3 is a list of cases of persons transferred after the strike of April 1951. The number of cases mentioned in this list is 47 with a note that these are a few instances noted on the subject. It was contended on the strength of this evidence that the employers had made a large number of transfers after the strike with a set purpose of harassment and striking at the trade union activities of the employees. Shri Bhatia arguing on behalf of Shri Bhagwan Dass maintained that his transfer was also a link in the chain of transfers which were actuated with an ulterior motive and as such call for interference. Confining to the case of Bhagwan Dass, the record reveals that he was transferred to Khanna on the requisition of the Manager (Ex. 19) wherein it was stated that the Branch was short of two hands one godown keeper cum clerk and the other clerk cum typist. Shri Bhagwan Dass joined Khanna Branch wherein he did not fit in as borne out from the report (Ex. 20). He was sent to Bijnor. Now if the plea advanced by the Union is accepted that this transfer and several others as evidenced from Ex. E/3 were made in bad faith it shall have to be presumed that the Managers of the Branches were in collusion with the Head Office to harass the employees by way of submitting reports against them and thereby necessitating their transfer. There is no such material on the record for such presumption. The strike moreover was not confined to any number of persons and it does not stand to reason as to why these persons were selected for harassment in the absence of any evidence with regard to their trade union activities at the place from where they were transferred. The suspicion of the Labour Union about every move of the Employers in the course of administration and their anxiety to support the cause of employees by itself furnish no good reason for establishing the fact of *mala fide* which is an essential element for the proof of a case of victimization. Shri H. L. Puri arguing on behalf of other applicants also relied upon Ex. E/3 referred to in the case of Bhagwan Dass. He of course further argued and maintained that their transfers from Delhi to distant places viz. Indore, Bhopal and Gwalior were motivated by malice on account of their participation in the strike. The Union representative emphasised that the list Ex. E/3 would go to show that the management was making transfers mostly from Delhi in order to hamper the cause of trade unionism. On the examination of Ex. E/3 I however find that about a dozen transfers were made from Ambala Cantt. to outside places from Punjab and as much number from other places of Punjab States viz. Amritsar, Jullundur, Pherozepur etc. Delhi is not prominent at all in this list of Ex. E/3. Of course the transfers in question of the persons named above were made from Delhi. It appears that the Union wants that no one should have been transferred from Delhi. With an institution of the magnitude of Punjab National Bank administering over a pretty large number of employees, this desire appears to be an extravagant, if not wholly unreasonable on the part of the Union. On the examination of the evidence and the facts I have noted one or two hard cases also in which the applicant made representation at the very outset protesting against these transfers but there are other cases in which the employee did not make any serious protest and in some the transfer was made with consent. Without going into the merits of each individual case I am satisfied that transfers are not proved to have been conceived for the harassment of the employees. The argument that the transfers were brought about on account of the participation in the strike has manifestly no merit because the whole lot went on strike and not these employees only. As observed in the case of Bhagwan Dass the Union has not brought any evidence on the record that owing to the transfer of these employees the trade union activities have suffered or these employees are those on whose shoulders the responsibilities of trade union activities lay at Delhi. Some of them may happen to be office bearers but that by itself is no reason that an office bearer should have a lien at the place of his activities during the career of service. Transfer normally falls within the exigencies of service and the Bank representative in rebuttal adduced documentary evidence in support of the fact that transfers were made on some requisition or other emanating from outside. In consideration of all these facts and circumstances, I see no substance in these complaints and hold that the transfers were not wrongful. The question of compensation does not arise in view of the above findings.

NOW, THEREFORE, THIS TRIBUNAL MAKES ITS AWARD IN TERMS
AFORESAID THIS THE 13TH DAY OF OCTOBER 1952.

(Sd.) K. S. CAMPBELL-PURI, *Chairman,*

Central Government Industrial Tribunal, Calcutta

[No. LR—90 (107).]

S.R.O. 1810.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following awards of the All India Industrial Tribunal (Bank Disputes) in the matter of victimisation, etc., of workmen in banking companies.

AWARDS

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES), BOMBAY.

SERIAL No. 372. IN REFERENCE No. 2/1952. (S. R. O. No. 42 DATED 8TH JANUARY 1952.)

Shri B. R. Das Gupta

Versus

The United Commercial Bank Ltd.

This is one of the disputes referred to us under Ministry of Labour Notification S.R.O. No. 42 dated 8th January 1952. It appears in the schedule as Serial No. 372 and the nature of the dispute as set out therein is as follows:

"Termination of employment".

Notice was issued by registered post to the workman calling upon him to file his statement on or before 29th February 1952. The notice was returned undelivered. Thereafter, certain directions were given to the Bank for effecting the service of notice on the workman through its agency. A second notice was also issued on 26th June 1952 by registered post from our office direct to the workman. Though this was again returned to us unserved, the Bank was able to serve the notice on the workman on 7th July 1952. More than three months have elapsed and so far the workman has not filed any statement before us.

In these circumstances, we are satisfied that there is no dispute to be decided upon. We pass an award that no orders are necessary.

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman*.

(Sd.) M. L. TANNAN, *Member*.

(Sd.) V. L. D'SOUZA, *Member*.

BOMBAY;
The 10th October, 1952.

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES), BOMBAY.

SERIAL No. 116. IN REFERENCE No. 2/1952. (S.R.O. No. 42 DATED 8TH JANUARY 1952).

Shri Puranchand Mehrotra

Versus

Hindustan Commercial Bank Ltd.

This is one of the disputes referred to us for adjudication under the Government of India, Ministry of Labour Notification S.R.O. No. 42 dated 8th January 1952. It appears there as Serial No. 116 and the nature of the dispute as set out therein is as follows:

"Discharge from service".

2. Notice was issued by registered post to the workman on 11th March 1952 calling upon him to file a statement of his case on or before 25th March 1952. As it was not known whether the notice was served or not, a second notice was directed to be issued by registered post on 28th July 1952. Therein the workman was called upon to file his statement on or before 14th August 1952. Though the workman was served with this notice on 4th August 1952, he did not file any

statement. The Bank also, in its letter, dated 19th August 1952, wrote to us as follows:

"We beg to acknowledge the receipt of your letter No. 3194, dated the 28th July 1952 addressed to Shri Furanchand Mehrotra and copy to us and have to advise you that so far we have not received the copy of the claim from Shri Puranchand Mehrotra. This is submitted for favour of your information please".

3. In these circumstances we are satisfied that there is no dispute to be decided. We therefore pass an award that no orders are necessary.

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman*.

(Sd.) M. L. TANNAN, *Member*.

(Sd.) V. L. D'SOUZA, *Member*.

BOMBAY; The 14th October, 1952.

[No. LR-100(30).]

S.R.O. 1811.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following awards of the All India Industrial Tribunal (Bank Disputes), in respect of applications under Section 33-A of the said Act, preferred by certain workmen of banking companies.

AWARDS

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES), BOMBAY.

COMPLAINT NO. 14/52. UNDER SECTION 33A OF INDUSTRIAL DISPUTES ACT, 1947.

Shri Manohar Lal

Versus

The Punjab National Bank Limited.

This is a complaint under Section 33A of the Industrial Disputes Act (Act XIV of 1947), by one Shri Manohar Lal employed as a Godown-Keeper in the Ghaziabad branch of the Punjab National Bank Ltd. The complainant was transferred from Ghaziabad to Saharanpur and his contention is that this transfer contravenes the provisions of Section 33 of Industrial Disputes Act, 1947 for the reasons set out in the complaint.

In response to our notice the Bank filed its reply statement denying the allegations in the complaint. The complaint was directed to be posted on 5th September, 1952. On that day it was adjourned to 12th September, 1952. On 12th September, 1952 the complaint was heard for some time, when the Bank represented through its counsel, that the Bank would cancel the order of transfer. The Bank was directed to file a letter to that effect and the same is now before us. The letter runs as follows:

"We beg to inform you that the transfer orders of the above subject from Saharanpur Office to Ghaziabad Office were issued by the Head Office on 17th September 1952."

In these circumstances, we pass an award that no orders are now necessary.

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman*.

(Sd.) M. L. TANNAN, *Member*.

(Sd.) V. L. D'SOUZA, *Member*.

BOMBAY;

The 10th October, 1952.

**BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES),
BOMBAY.**

COMPLAINT No. 71/1952 UNDER SECTION 33A OF INDUSTRIAL DISPUTES ACT, 1947.

Shri T Dattatraya S. Pai

Versus

The Canara Industrial & Banking Syndicate Limited.

This is a complaint under Section 33A of the Industrial Disputes Act (Act XIV of 1947), by one Shri Dattatraya Pai employed as a clerk in the Canara Industrial and Banking Syndicate Ltd. in its Bombay Office.

This complaint is against an order of transfer directing the clerk to proceed to Brahmavar in South Kanara. Only two days' joining time was given. He was relieved immediately on the day of the service of the order on him, namely, 5th September 1952. The clerk complains that this is not a transfer due to exigencies of work. According to him this is really by way of punishment for his trade union activities as he has been responsible for organising a Trade Union and attempting to get it registered. He claims to be the General Secretary of this union. He also alleges that one Shri Kotian has been recently transferred from Udupi to Bombay. He suggests that the Bank could have easily transferred Shri Kotian from Udupi to Brahmavar instead of asking him to go from Bombay to that place. The distance between Udupi to Brahmavar is hardly six miles. His transfer from 'A' class area to 'C' class area reduces his total emoluments by about Rs. 25 or so. He also prays for an *ex parte* stay order pending enquiry by this Tribunal.

In view of the allegations of the complaint we gave an interim stay and directed notice to be issued to the Bank. The Bank filed its reply. The matter came up for final disposal before us on 27th September 1952. From the correspondence set out as annexures to the written statement by the Bank, the following facts emerge:—

The clerk comes from Brahmavar which is about six miles from Udupi. He joined the Bank's service on 6th June 1949 at Udupi Head Office and was later on working at Brahmavar Branch. In May 1951 he was transferred to Bombay Branch. From the letters written by him to the Bank, it is quite evident that his knowledge of English is very poor. There are serious mistakes in spelling. His knowledge of English Grammar is exceedingly poor.

As early as April 1952 the Bank passed an order transferring him from Bombay to Udupi on account of alleged inefficiency. We find that even in March 1950 the Bank warned him in writing that he was slow in his work and advised him to apply seriously to work and show improvement. On 24th April 1952 he requested the Head Office to allow him to continue in the Bombay Office till 31st May 1952. The Bank agreed to this. However, we do not find that the Bank insisted on his leaving Bombay in June 1952. It was only on 5th of September 1952 that he was directed to proceed from Bombay to Brahmavar.

It is true that in the interval this employee was actively bringing about the formation of the union in Bombay and taking steps to have it registered with the authorities. The Head Office knew that a union had been formed and that this employee was the moving spirit. It is, therefore, urged before us that the real cause of the transfer order is the displeasure of the management incurred by the employee on account of his trade union activities and it is only by way of punishment that the transfer order is passed. There is some force in this argument. At the same time we are unable to come to the definite conclusion that this transfer order in question is by way of punishment or victimisation for trade union activities. As early as April 1952 and prior to the trade union activities of the employee, he was asked to proceed from Bombay to Brahmavar which is his native place and from which he came to Bombay a year ago at his own wish. As already remarked his knowledge of English is poor and the Bank also had warned him that his work was unsatisfactory. It was only at his special request and by way of indulgence that he was allowed to continue in Bombay till the end of May 1952. There is nothing to indicate that the Bank had changed its mind about the transfer order or decided to drop it.

Shri Kotian who was brought from Udupi to Bombay came under special circumstances as is evident from his request to the Bank in his letter dated 16th August 1952 and the Bank's orders thereon. This transfer had really nothing to do with the question of sending the present employee from Bombay to Brahmavar. The

Bank states in its reply that it was the employee's father who personally approached the Udupi Management with a request to transfer his son to his native place, Brahmavar. This is not admitted by the employee. We do not, therefore take that factor into consideration but there is enough material on record which shows that the Bank's act is in the regular course of administration and that it is not necessarily attributable to the trade union activities of this employee and cannot be treated as punishment for such activities.

In these circumstances, the complaint is dismissed and we pass an award accordingly. The stay order which we gave was dissolved on the 29th of September 1952.

BOMBAY;
The 10th October, 1952.

(Sd.) S. PANCHAPAGESA SASTRY, *Chairman*.

(Sd.) M. L. TANNAN, *Member*.

(Sd.) V. L. D'SOUZA, *Member*.

[No. LR-100(18).]

P. S. EASWARAN, *Under Secy.*

New Delhi, the 27th October, 1952

S.R.O. 1812.—In exercise of the powers conferred by sub-section (1) of section 71G of the Indian Railways Act, 1890 (IX of 1890), and in supersession of the notification of the Government of India in the Ministry of Labour No. S.R.O. 772, dated, the 9th October, 1950, the Central Government hereby appoints the undermentioned persons to be Supervisors of Railway Labour, namely:—

1. The Chief Labour Commissioner (Central);
2. All Regional Labour Commissioners (Central), and
3. All Conciliation Officers (Central).

[No. Fac. 103(9)].

S.R.O. 1813.—In exercise of the powers conferred by sub-section (2) of section 14 of the Payment of Wages Act 1936 (IV of 1936), read with section 24 of that Act, and in supersession of the notification of the Government of India in the Ministry of Labour No. S.R.O. 771, dated, the 6th October, 1950, the Central Government hereby appoints the undermentioned persons to be Inspectors for the purposes of the said Act, in respect of all persons employed upon a Railway (otherwise than in a factory) to whom the said Act applies, namely:—

1. The Chief Labour Commissioner (Central);
2. All Regional Labour Commissioners (Central); and
3. All Conciliation Officers (Central).

[No. Fac. 103(9)-A].

New Delhi, the 28th October, 1952

S.R.O. 1814.—The following draft of an amendment to the Coal Mines Labour Welfare Fund Rules, 1949, which it is proposed to make in exercise of the powers conferred by section 10 of the Coal Mines Labour Welfare Fund Act, 1947 (XXXII of 1947), is published as required by sub-section (i) of the said section for the information of all persons likely to be affected thereby and notice is hereby given that the draft will be taken into consideration on or after the 1st December 1952.

Any objection or suggestion which may be received from any person with respect to the said draft before the date specified will be considered by the Central Government.

Draft Amendment

After rule 37 of the said Rules, the following rule shall be inserted, namely:—

"37A. Despatches of coal or coke which have escaped assessment,—if—

- (a) the Commissioner has reason to believe that by reason of the concealment by the owner of the particulars of despatches of coal or coke from any colliery, such despatches have escaped excise duty; or
- (b) notwithstanding there has been no such concealment of particulars as is mentioned in clause (a) on the part of the owner, the Commissioner, has, in consequence of information in his possession, reason to believe that any despatches of coal or coke from a colliery have escaped excise duty;

the Commissioner may, in cases falling under clause (a) at any time within four years, and in cases falling under clause (b) at any time within two years of the end of the month the return in respect of which should have included such despatches of coal or coke which have escaped assessment, assess the excise duty payable thereon and all the provisions of these rules shall apply to the excise duty

so assessed as if such assessment were included in the final assessment of excise duty under rule 37:

Provided that the Commissioner before exercising the powers conferred upon him under this rule shall give the owner a reasonable opportunity of being heard.”

[No. M.1(8)52.]

S.R.O. 1815.—In exercise of the powers conferred by section 6 of the Employment of Children Act, 1938 (XXXVI of 1938), and in supersession of the notification of the Government of India in the Ministry of Labour No. S.R.O. 773, dated the 9th October, 1950, the Central Government hereby appoints the under-mentioned persons to be Inspectors for the purpose of securing compliance with the provisions of the said Act in respect of Railways, namely:—

1. The Chief Labour Commissioner (Central);
2. All Regional Labour Commissioners (Central);
3. All Conciliation Officers (Central); and
4. All Labour Inspectors (Central).

[No. Fac.103(9)B]

S.R.O. 1816.—In exercise of the powers conferred by sub-section (1) of section 16 of the Tea Districts Emigrant Labour Act, 1932 (XXII of 1932), the Central Government hereby declares that with effect from the 1st January 1953, the areas comprising the former Indian States of Seraikella and Kharsawan now formed as the Seraikella-Kharsawan sub-division of Singhbhum district in the State of Bihar, shall be a controlled emigration area.

[No. A.L.145/EMG(9)I.]

S.R.O. 1817.—In exercise of the powers conferred by sub-section (1) of section 17 of the Tea Districts Emigrant Labour Act, 1932 (XXII of 1932), the Central Government hereby empowers the District Magistrate of Singhbhum district in the State of Bihar, to grant license to any person to act as a local forwarding agent in every part of the controlled emigration area comprising the former Indian States of Seraikella and Kharsawan, now formed as the Seraikella-Kharsawan sub-division of Singhbhum district in the State of Bihar on behalf of an employer or employers of labourers.

[No. A.L.145/EMG(9)II.]

S.R.O. 1818.—In exercise of the powers conferred by sub-section (3) of section 36 of the Tea Districts Emigrant Labour Act, 1932 (XXII of 1932), the Central Government hereby invests the District Magistrate of Singhbhum district and the Sub-Divisional Magistrate of Seraikella-Kharsawan sub-division of the said district in the State of Bihar, with the powers of the Controller under sub-clauses (iv) and (v) of clause (a) and also under clauses (b), (c) and (d) of section 4 and under sections 33, 34 and 35 of the said Act, in respect of the Seraikella-Kharsawan sub-division.

[No. A.L.145/EMG(9)III.]

S.R.O. 1819.—In exercise of the powers conferred by sub-section (4) of section 36 of the Tea Districts Emigrant Labour Act, 1932 (XXII of 1932), the Central Government hereby invests the Civil Surgeon of Singhbhum district with the powers of the Controller under sub-section (1) of section 33 and sub-section (1) of section 35 of the said Act, in respect of the Seraikella-Kharsawan sub-division of Singhbhum district.

[No. A.L.145/EMG(9)IV.]

SADASHIVA PRASAD, Dy. Secy.

New Delhi, the 28th October, 1952

S.R.O. 1820.—In exercise of the powers conferred by clause (1) of regulation 29 of the Indian Coal Mines Regulations 1926, the Central Government hereby re-appoints Mr. T. J. M. Evans, as a member of the Board of Examiners constituted under the said regulation for a term of three years with effect from the 28th November, 1952.

[No. M-43(5)52.]

CORRIGENDUM

S.R.O. 1821.—In the “Statement of Accounts for 1951-52” published with the Notification of the Government of India in the Ministry of Labour No. S.R.O. 1813, dated the 12th September, 1952, published on pages 1494 to 1497 of Part-II, Section 3 of the Gazette of India, dated the 20th September, 1952, for the figures “Rs. 75,56,946-8-0” read the figures “Rs. 75,56,946-0-8”.

[No. M.33(1)52.]

P. N. SHARMA, Under Secy.